

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 6/7/05
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Approval of Interlocal Agreement between Oconee County and Oconee Memorial Hospital.

BACKGROUND OR HISTORY:

The County and the Hospital have had a long-standing relationship since the property was deeded to the County from the hospital in 1959 to obtain Hill-Burton grant funds for the construction of a new hospital. At the present time the hospital leases the property from Oconee County; this lease will terminate if Council adopts the agreement.

SPECIAL CONSIDERATIONS OR CONCERNS:

The purpose of the interlocal agreement is to establish mutual relationships and accountability between Oconee County and the hospital in a more permanent way through the adoption of a comprehensive interlocal agreement that will be beneficial to the hospital, its patients, the County and the public. The interlocal agreement covers the following points:

- (1) Transfer by ordinance fifty-three (53) acres of property and improvements thereon to the hospital thereby allowing financing and construction of a new \$45,000,000 / 160 bed patient tower.
- (2) No cost conveyance of up to twenty-two (22) acres to the County (at the County's option) for an Aquatics/Wellness Center.
- (3) Strategic assistance to the County at no cost with respect to the Rosa Clark Free Clinic, including but not limited to, Board development, identification of public and private funding opportunities, management staffing and expense structure consulting.
- (4) Strategic assistance to the County and its affiliates at no cost with respect to the Lakesview Assisted Living Facility, including but not limited to, identification of public and private funding opportunities, management, operational and organizational structure options and identification of ownership alternatives.
- (5) Development of a no cost arrangement with the County supportive of the County Coroner's operations, including the provision of autopsy services and support of forensic pathology at the hospital facilities.
- (6) Required County Council approval of corporate bylaws and Articles of Incorporation of the hospital.
- (7) Provision to the County of financial audits, market performance reports, annual reports, public meeting agendas and minutes.
- (8) A strengthening of Hospital Board qualifications and appointment criteria.
- (9) Financial considerations are listed below.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council adopt interlocal agreement between Oconee County and Oconee Memorial Hospital.

FINANCIAL IMPACT:

- (1) The remaining \$3,435,000 (as of 6/30/05) of the \$4,115,000 Lda Doyle Bond indebtedness will revert to the hospital and be paid by them, not the County.
- (2) The County will, at its discretion, support the hospital-operated EMS with up to \$1,50,000 annually consistent with its budgetary process.
- (3) The new debt of the hospital will not be carried on the County's books, nor will it affect our credit rating or bond capacity.

ATTACHMENTS:

Interlocal Agreement

Submitted or Prepared By:

Ron H. Rabun
Department Head

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ N/A _____ Other

C: Clerk to Council

AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

OCONEE MEMORIAL HOSPITAL

Dated as of May ____ 2005

This Agreement, dated as of May _____, 2005, is between Oconee County, South Carolina (the "County") and Oconee Memorial Hospital, Incorporated, a South Carolina nonprofit corporation (the "Hospital").

RECITALS

The Hospital was founded in 1938 as Oconee County Hospital Association and the 40 bed hospital opened in February 1939. In February 1948, a resolution was adopted amending the original charter to change the name from Oconee County Hospital Association to Oconee Memorial Hospital.

Pursuant to two Deeds dated July 9, 1959, recorded in Deed Book 7-W at pages 144 & 145, fifty-three (53.0) acres of the Hospital's property was conveyed to the County. In 1959, construction began on a new 126-bed facility located less than one mile away from the original facility. Upon completion of the new acute care hospital in 1963, the original building was extensively renovated and expanded. The renovated 80-bed facility was opened as the Lila Doyle Chronic Hospital. In 1971, the facility was relicensed as a skilled nursing facility with 79 beds and the name changed to the Lila Doyle Nursing Center.

By an Indenture of Lease dated June 29, 1959, the County leased to the Hospital all of the real estate, buildings and improvements, fixtures and equipment then situate and to be added to Oconee Memorial Hospital Association of which the Hospital is successor. The Indenture of Lease had a term of 15 years with the option of renewal for two additional 15-year terms. Pursuant to an Amendment to Indenture of Lease dated December 20, 1994, the term of the Lease was extended to June 1, 2025, so as to coincide with the maturity date of revenue bonds to be issued by the South Carolina Jobs-Economic Development Authority in the principal amount of \$17,500,000. The Bonds were issued in 1995. In consideration of the extension, the Hospital agreed that no change in the Bylaws or Constitution of the Hospital could be made without the prior written consent of the majority of the Oconee County Legislative Delegation and the governing body of the County. In 1994 the Hospital transferred an additional non-adjacent parcel of land to the County, in consideration for which the County by Second Amendment to the Indenture of Lease extended the term of the Indenture of Lease until June 1, 2050. No Lease payments were required to be paid by the Hospital to the County under the Indenture of Lease or either of the Amendments to Indenture of Lease. The County also entered into a Limited Assignment of Lease dated as of March 15, 1995, granting certain rights to terminate the Indenture of Lease to First Union National Bank of South Carolina, of which Wachovia Bank, National Association, is successor as master trustee.

In 2000, the County issued \$4,115,000 General Obligation Bonds, Series 2000 to fund improvements to the Lila Doyle Nursing Care Facility. In connection with the issuance of the Series 2000 Bonds, the Hospital agreed upon request of the County to refinance the outstanding Series 2000 Bonds if the Hospital obtained an investment grade rating. The Hospital has requested and the County did approve on May 3, 2005 the issuance of not exceeding \$55,000,000 Hospital Refunding Revenue Bonds, Series 2005A, by the South Carolina Jobs-Economic Development Authority and did adopt a resolution on May 3, 2005 in support of the issuance of the Series 2005A Bonds, a part of which will defease the Series 2000 Bonds issued by the County for the Lila Doyle Nursing Care Facility.

In consideration of the premises and the covenants the agreements contain herein, the County and the Hospital agree as follows:

Section 1. Agreement of the Parties.

- A. The Hospital will transfer funds to the County from the proceeds of the Hospital's Series 2005A Bonds sufficient to cause a legal defeasance of the County's Series 2000 Bonds on the date of issuance of the Hospital's Series 2005A Bonds.
- B. The County will authorize by Ordinance the transfer to the Hospital by a limited warranty deed for the 53.0 acres of property and all improvements constructed thereon on which Oconee Memorial Hospital is located.
- C. The Hospital will work diligently with the County and its planners to participate in feasibility and strategic planning related to the possible location and construction of an Aquatics/Wellness Center on a mutually acceptable portion of the Hospital's property, including development of a proposed site plan and identification of appropriate rights-of-way for ingress or egress. In the event Oconee County decides to build an Aquatics/Wellness Center and associated facilities on Hospital property, the Hospital agrees to deed to the County up to twenty-two (22) acres for said facilities at a mutually agreeable location site on the Hospital's campus. The land will be conveyed at no cost to the County, and the Hospital will not mortgage or otherwise encumber the agreed upon property prior to the conveyance to the County. The County may exercise this option by written notification to the Chief Executive Officer of the Hospital on or before December 31, 2020. The property will be deeded to the County within sixty (60) days of receipt of the written notification.
- D. The Indenture of Lease, as amended, between the County and Hospital as it relates to the County's ownership of the land and improvements constituting the hospital facilities will terminate once ownership is deeded by the County to the Hospital.
- E. The Hospital will continue to operate Oconee Memorial Hospital and the Lila Doyle Nursing Care Facility for the benefit of the citizens of Oconee County, including annual charity care expenditures consistent with community need, and industry and regulatory standards.
- F. The Hospital will continue to support the Ross Clark Free Clinic by providing a financial subsidy for pharmacy personnel staffing, rotating residents from the Seneca Lakes Rural Residency Program through the clinic as volunteer physicians and in-kind donation of radiology and laboratory testing for clinic patients.
- G. The Hospital will continue to own, manage and operate the County-wide Emergency Medical Services (EMS). The Hospital and the County will negotiate annual budget appropriations to support this service; provided, the County may provide annual appropriations of at least \$150,000 to support this service, consistent with its budgetary process. In addition, in the event that the County decides to construct additional EMS service site(s), the Hospital and the County agree to discuss any additional funding needed to cover the operating cost of any physical plant, equipment and personnel needed by the Hospital to cover the additional service site(s).
- H. The Hospital Board will adopt Board membership criteria to be used by the Hospital's nominating committee in the Board nominations process in substantially the form attached hereto, and apply these criteria when making nominations of Board members to be elected for the 2006-2010 term. The Hospital will consult with the County Administrator prior to making any future substantive amendments to the Articles of Incorporation or the corporate Bylaws, and will forward any such amendments to the County Council for its written approval. The Hospital will amend its Articles of Incorporation to include the County

Council as a third party that approves changes to the Hospital's Articles of Incorporation and corporate Bylaws.

- I. The County will authorize the County Administrator to enter into a consulting agreement with the Hospital that provides for:
 1. Strategic assistance to the County at no cost with respect to the Rosa Clark Free Clinic, including but not limited to, Board development, identification of public and private funding opportunities, management, staffing and expense structure consulting;
 2. Strategic assistance to the County and its affiliates at no cost with respect to the Lake View Assisted Living facility, including but not limited to identification of public and private funding opportunities, management, operational and organizational structure options, and identification of ownership alternatives;
 3. Development of an arrangement with the County at no cost to the County supportive of the County Coroner's operations, including the provision of autopsy services and support of forensic pathology at the Hospital facilities.

- J. The Hospital agrees to a one-time reimbursement to the County of fifty percent (50%) of the financial consulting costs incurred by the County associated with the planning and financial review of the Hospital's current expansion/construction and refinancing plans by the County's financial advisors, Merchant Capital, and the County's Bond Counsel, Haynesworth Sinkler Boyd, P.A.; fees to be paid by the Hospital shall not to exceed Fifteen Thousand Dollars (\$15,000).

- K. The Hospital agrees to provide access to the County to all information and other records of the Hospital pertaining to any funds of the County and to the Hospital's compliance with the covenants contained in this Agreement, to the same extent Hospital would be required to provide such information were it a public body subject to the South Carolina Freedom of Information Act. The Hospital and County agree that nothing in this paragraph shall be construed to give third party rights to any person or entity or to allow a third party to obtain Hospital information by submitting a Freedom of Information Act request to the County.

- L. In addition, the Hospital will provide the County Administrator monthly with a copy of all Hospital Board regular session agendas and meeting minutes, the CEO or her designee will meet quarterly with the County Administrator to discuss matters of consultation described in this Agreement and other issues of public health.

- M. The Hospital will provide the County Administrator with the following information to demonstrate the Hospital and its Board and Administration's performance: a copy of the annual report made to the Hospital's Association members; a copy of the quarterly reports made to the Hospital's bond insurer; a copy of the Hospital's annual financial audit; a copy of the Hospital's accreditation survey by the Joint Commission on Accreditation of Healthcare Organizations; information concerning the Hospital's performance as measured by nationally recognized private performance measurement organizations with which the Hospital participates.

Section 2. Execution Effective Date.

The Chairman of County Council and the County Administrator are hereby authorized to execute this Agreement and the Clerk of County Council is authorized to affix the seal and attest the same. This Agreement has been duly authorized by the Hospital's Board. This Agreement shall be effective as of the date hereof.

(SEAL)

OCONEE COUNTY, SOUTH CAROLINA

Attest:

Clerk to County Council

By: _____
Chairman

By: _____
County Administrator

OCONEE MEMORIAL HOSPITAL, INCORPORATED

By: _____
Jeanne L. Ward, CEO

By: _____
Archie I. Barron, Board Chairman

Oconee Memorial Hospital Board Membership

Proposed Changes to Article VIII – Election of Directors

Revise first paragraph to read:

The Board of Directors shall be composed as follows: two (2) Members from each of the five (5) single-member election districts established for Oconee County Council; the Chief of the Medical Staff of Oconee Memorial Hospital and the Chief-elect of the Medical Staff of Oconee Memorial Hospital; the Chief Executive Officer of Oconee Memorial Hospital, who shall serve ex-officio without vote; the County Administrator or a member of County Council appointed by County Council; and a member elected at large by the Board of Directors to assure diversity in gender and ethnic background.

Revise fifth paragraph to read:

Members of the Board of Directors' terms of office shall be four (4) years, with the exception of the County Administrator, the chief of the medical staff, the chief-elect of the medical staff and the chief executive officer, who serve by virtue of their position. Directors may be nominated to serve no more than two (2) consecutive four (4) year terms of office. At the end of a Director's second term of service, the Director may not be re-elected to the Board for at least one year. A Director who is elected by the Board to serve a partial term of less than four (4) years will be designated to serve the remainder of the term being filled, and thereafter may be nominated to serve a subsequent full four (4) year term. Nothing herein shall require the Nominating Committee to nominate a Director for a second four year term of office. Directors shall serve without pay for their terms of office.

The Board of Directors has adopted the following criteria to guide the Nominating Committee in nomination of candidates for election to the Board of Directors:

A. Board Membership Criteria

The Nominating Committee shall work with the Board of Directors on an annual basis to determine the appropriate characteristics, skills and experience for the Board as a whole and its individual members. In evaluating the suitability of an individual to serve on the Board of Directors, the Nominating Committee shall take into account a variety of factors, including general understanding of finance, business, medicine, marketing or other disciplines relevant to the success of the Hospital. The Nominating Committee evaluates each individual in the context of the Board as a whole, with the objective being to recommend a group that can best perpetuate the success of the Hospital and represent the interests of the Hospital and the community it serves. In determining whether to recommend an existing director for re-election, the Nominating Committee shall also consider the director's past attendance at Board meetings and participation in and contribution to the activities of the Board.

B. Qualifications/Profile for Board of Director Candidates:

The Nominating Committee shall be guided by the following profile established by the Corporation for determining whether a candidate is qualified to be nominated for a Board position:

Personal Characteristics

- **Integrity and Accountability:** High ethical standards, integrity and strength of character in his or her personal and professional dealings and a willingness to act on and be accountable for his or her decisions.
- **Informed Judgment:** Demonstrate intelligence, wisdom and thoughtfulness in decision-making. Demonstrate a willingness to thoroughly discuss issues, ask questions, express reservations and voice dissent.
- **Financial Literacy:** An ability to read and understand balance sheets, income and cash flow statements and budgets. Understand financial information used to measure Hospital performance.
- **Mature Confidence:** Assertive, responsible and supportive in dealing with others. Respect for others, openness to others' opinions and the willingness to listen.
- **High Standards:** History of achievements that reflect high standards for himself or herself and others.

Core Competencies (The Board as whole should have the below core competencies represented by at least several directors)

- **Accounting and Finance:** Experience in financial accounting and corporate finance, especially with respect to trends in debt and equity markets and tax-exempt bond financing. Familiarity with internal financial controls.
- **Business Judgment:** Record of making good business decisions and evidence that duties as a director will be discharged in good faith and in a manner that is in the best interest of the Hospital.
- **Management:** Experience in corporate or other management. Understand management trends in general and in the areas in which the Hospital conducts business.
- **Crisis Response:** Ability, experience and time to perform during periods of both short-term and prolonged crisis.
- **Industry/Technology:** Unique experience and skills in an area in which the Hospital conducts its business, including medicine, other branches of science, research and technology relevant to the Hospital.
- **Leadership:** Understand and possess skills and have a history of motivating high-performing, talented employees.
- **Strategy and Vision:** Skills and capability to provide strategic insight and direction by encouraging innovations, conceptualizing key trends, evaluating

strategic decisions and challenging the Hospital to sharpen its vision and mission.

Commitment to the Hospital

- **Time and Effort:** Willing to commit the necessary time and energy to participate as an effective member of the Board. Expected to attend and participate in all Board meetings and any Board Committee meetings in which the director is a member. A willingness to thoroughly prepare prior to each Board meeting and Board Committee meeting. Willingness to make himself or herself available to Hospital administration upon request to provide advice and counsel.
- **Awareness and Ongoing Education:** Possess, or be willing to develop, a broad knowledge of both critical issues affecting the Hospital including industry, technology, government regulations and legislation, and market-specific information and nonprofit director's roles and responsibilities, including general legal principles that guide board members.
- **Other Commitments:** In light of other pre-existing commitments, ability to adequately perform as a director, including preparation for and attendance at Board meetings, retreats and educational sessions; and a willingness to do so.

Group and Hospital Considerations

- **Balancing the Board:** Contributes talents, skills and experience that the Board needs as a group to supplement existing resources and provides talent for future needs.
- **Diversity:** Contributes to the Board in a way that can enhance perspective and experience through diversity in gender, ethnic background, geographic origin, and professional experience (public, private and nonprofit sectors).

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 6 / 7 / 05
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2005-06, "AN ORDINANCE TO PROVIDE FOR FLOOD DAMAGE PREVENTION"

BACKGROUND OR HISTORY:

Follow up to the action items required as a result of the South Carolina Department of Natural Resources Community Assistance Visit (CAV) dated November 22nd 2004.

On August 12th 2004 Mr. John LaBrune of the Federal Emergency Management Agency (FEMA), National Flood Insurance Program (NFIP) conducted a Community Assistance Visit. During the visit the county was cited for serious problems with our administration and enforcement procedures as well as the serious programmatic issues of not requiring permits for building within the flood zone, and not requiring or maintaining Elevation Certificates.

This CAV follows one conducted August 15, 1995 by South Carolina Department of Natural Resources, in which serious problems were found with the county's floodplain management regulations.

County Council referred the draft ordinance to the Planning Commission following 1st Reading.

SPECIAL CONSIDERATIONS OR CONCERNS:

The County must take action to avoid being subject to suspension or probation from the National Flood Insurance Program (NFIP) Program for failing to meet adequate flood plain management regulations required by Federal Emergency Management Agency (FEMA).

STAFF RECOMMENDATION FOR COUNCIL ACTION:

The Oconee County Planning Commission: Recommends that County Council approve the ordinance as written. The Planning Commission voted to refer the ordinance back to County Council for Second Reading at their meeting of 11 April 2005.

FINANCIAL IMPACT:

No internal financial impact.

ATTACHMENTS:

Draft Ordinance 2005-06.

Submitted or Prepared By:

Tom Hendricks 
Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

 County Attorney

_____ Finance

_____ Other

C: Clerk to Council

OCONEE COUNTY FLOOD ORDINANCE FINAL DRAFT

Approved by planning commission April 11, 2005

OCONEE COUNCIL COUNCIL

ORDINANCE 2005-06

"AN ORDINANCE TO PROVIDE FOR FLOOD DAMAGE PREVENTION"

ARTICLE 1.

GENERAL PROVISIONS

SECTION ONE. Statutory Authorization

The Legislature of the State of South Carolina has in SC Code of Laws, title 4, Chapters 9 (Article 1), 25, and 27, and amendments thereto, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Oconee County Council Ordinance 87-4 "AN ORDINANCE TO PROVIDE FOR FLOOD DAMAGE PREVENTION" is amended as follows:

SECTION TWO. Findings of Fact

2.1: The flood hazard areas of unincorporated Oconee County, South Carolina are subject to periodic inundation which results in the loss of life, property, health and safety hazards; disruption of commerce and governmental services; extraordinary public expenditures for flood protection and relief; and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

2.2: These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed or otherwise protected from flood damages.

SECTION THREE. Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

3.1: Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;

3.2: Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3.3: Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;

3.4: Control filling, grading, dredging and other development which may increase erosion or flood damage; and

3.5: Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

SECTION FOUR. Objectives

4.1: It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

4.2: The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

4.3: Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes which evaluate resource conditions and human needs.

SECTION FIVE. Lands to which this Ordinance Applies

This ordinance shall apply to all areas of special flood hazard within the jurisdiction of Oconee County, South Carolina as identified by the Federal Emergency Management Agency in its flood boundary and floodway maps (FHBMs) # 450157, dated November 25, 1977 with accompanying maps and other supporting data, and any revision thereto, which are hereby adopted and declared to be a part of this ordinance.

SECTION SIX. Establishment of Development Permit.

A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

SECTION SEVEN. Compliance.

No structure or lane shall be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION EIGHT. Abrogation and Greater Restrictions.

This ordinance is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION NINE. Interpretation.

In the interpretation and application of this ordinance, all provisions shall be:

9.1: Considered as minimum requirements;

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

9.2: Liberally construed in favor of the governing body; and

9.3: Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION TEN. Partial Invalidity and Severability.

If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

SECTION ELEVEN. Warning and disclaimer of liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Oconee County, South Carolina, or by any officer or employee of the county thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION TWELVE. Penalties for violation.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than thirty (30) days, or both, and in addition shall pay all costs and expenses involved in the case. **Each day such violation continues shall be considered a separate offense.** Nothing contained in this ordinance shall prevent the county from taking such other lawful action as is necessary to prevent or remedy any violation.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005.

ARTICLE 2.

Definitions.

Unless specifically defined in this section, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Accessory Structure - structure which is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition (to an existing building) - an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a fire wall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

Agricultural structure - a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are **not** exempt from the provisions of this ordinance.

Appeal - a request for a review of the Flood Plain Administrator's interpretation of any provision of this ordinance.

Area of shallow flooding - a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard - the land in the floodplain within a community subject to a one percent or greater chance of being equaled or exceeded in any given year.

Base flood - the flood having a one percent chance of being equaled or exceeded in any given year.

Basement - means any enclosed area of a building which is below grade on all sides.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

Building - any structure built for support, shelter, or enclosure for any occupancy or storage.

DHS-FEMA- Department of Homeland Security-Federal Emergency Management Agency

Development - any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Elevated building - a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.

Existing construction - means, for the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date.

Existing manufactured home park or manufactured home subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 31st 1987.

Expansion to an existing manufactured home park or subdivision - the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

Flood - a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM) - an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as Zone A.

Flood Insurance Rate Map (FIRM) - an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study - the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

Flood-resistant material - any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage which requires more than low-cost cosmetic repair. Any material which is water soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumber are acceptable flooring materials. Sheet-type flooring coverings which restrict evaporation from below and materials which are impervious, but dimensionally unstable are not acceptable. Materials which absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2-93, Flood-Resistant Materials for Buildings Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number FIA-TB-2, dated 4/93, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Functionally dependent facility - a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Highest Adjacent Grade - the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

Historic Structure - any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories MAY NOT be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has **individually determined** that the structure or district meets DOI historic structure criteria.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

Increased Cost of Compliance - Those expenses a property owner must incur, above and beyond the cost to repair the physical damage the structure actually sustained from a flooding event, to comply with the mitigation requirements of the State or local flood damage prevention ordinance, laws or regulations. Acceptable mitigation measures are elevation, floodproofing, relocation, demolition, or any combination thereof.

Limited storage - an area used for storage and intended to be limited to incidental items which can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and AI-A30 zone it must meet the requirements of art. 4, sec.2, para.2.5 of this ordinance.

Lowest Floor - the lowest floor of the lowest enclosed area. Any unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level - the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD).

National Geodetic Vertical Datum (NGVD) - as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.

North American Vertical Datum (NAVD) - datum point established at Pointe-au-Père on the St. Lawrence River, Quebec Province, Canada, based on the mass or density of the earth. The datum listed as the reference datum on Flood Insurance Rate Maps should be used for Elevation Certificate and floodproofing certificate completion.

New construction - structure for which the start of construction commenced after (the effective date of the first floodplain management code, ordinance, or standard based upon specific technical base flood elevation data which establishes the area of special flood hazard) or (specific date). The term also includes any subsequent improvements to such structure.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

New manufactured home park or subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after 3 March 1987.

Recreational vehicle - a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently tow-able by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Start of construction - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure - a walled and roofed building, a manufactured home, including a gas or liquid storage tank, or other man-made facility or infrastructure that is principally above ground.

Substantial damage - damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Please refer to the definition of "substantial improvement".

Substantial improvement - any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either: (1) any project of improvement in a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

official and which are the minimum necessary to assure safe living conditions (does not include American with Disabilities Act compliance standards); or, (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

Substantially improved existing manufactured home park or subdivision - where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

Variance - the grant of relief from a term or terms of this ordinance.

ARTICLE 3.

Administration

SECTION ONE. Designation of Local Administrator.

The Flood Plain Administrator in close coordination with the Building Code Director is appointed to administer and implement the provisions of this ordinance.

SECTION TWO. Development Permit and Certification Requirements.

Application for a development permit shall be made to the county on forms furnished by the Building Code Director, prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

2.1: A plot plan that shows the 1% (100-year) floodplain contour or a statement that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Department of Homeland Security - Federal Emergency Management Agency (DHS - FEMA) or the floodplain identified pursuant to either Art.3, Sec.3, Para.3.9 or Art.4, Sec.3, and Art.4, Sec.4. The plot plan must be prepared by or under the direct supervision of a South Carolina Registered Land Surveyor or Professional Engineer and certified by same.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

2.2: The plot plan required by Art. 3, Sec.2, Para.2.1 must show the floodway, if any, as identified by the Department of Homeland Security - Federal Emergency Management Agency (DHS - FEMA) or the floodway identified pursuant to either Art.3, Sec.3, Para.3.9 or Art.4, Sec.3 and Art.4, Sec.4.

2.3: Where base flood elevation data is provided as set forth in Art.1, Sec.5 or Art.3, Sec.3, Para.3.9, the application for a development permit within the flood hazard area shall show:

2.31: the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and

2.32: If the structure will be floodproofed in accordance with Art.4, Sec.2, Para.2.2, the elevation (in relation to mean sea level) to which the structure will be floodproofed.

2.4: If no base flood elevation data is provided as set forth in Art.1, Sec.5, or Art.3, Sec.3, Para.3.9, the application for a development permit must show construction of the lowest floor at least three (3) feet above the highest adjacent grade.

2.5: Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: a description of the extent of watercourse alteration or relocation; an engineering report utilizing detailed methods accepted by DHS-FEMA, US Army Corps of Engineers and any other applicable Federal or State regulatory agencies, on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects on properties located both upstream and downstream; and, a map showing the location of the proposed watercourse alteration or relocation, and notification of the proposal to the appropriate authorities of all affected agencies. A copy of the notification shall be maintained in the permit records and submitted to the Department of Homeland Security-FEMA, National Flood Insurance Program. Prior to the commencement of any work on the alteration of a water course, the applicant must procure and submit to the Flood Plain Administrator any applicable Federal or State approvals or permits, including a Conditional Letter of Map Revision (CLOMR).

2.6: When a structure is floodproofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, floodproofed structure meets the floodproofing criteria in Art.4, Sec.2, Para.2.2.

2.7: A floor elevation or floodproofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the Flood Plain Administrator a certification of the elevation of the lowest floor, or

OCONEE COUNTY FLOOD ORDINANCE FINAL DRAFT

Approved by planning commission April 11, 2005

floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a South Carolina Registered Land Surveyor or Professional Engineer and certified by same. Any work done prior to submission of the certification shall be at the permit holder's risk. The Flood Plain Administrator shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

2.8: Upon completion of the development a South Carolina Registered Professional Engineer, Land Surveyor or Architect, whichever professional is appropriate, shall certify that the development is built in accordance with Art. 3, Sec. 2, Para. 2.6 and Art. 3, Sec. 2, Para. 2.7 and in accordance with the submitted plans and previous pre-development certifications.

2.9: If the proposed project will impact the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Department of Homeland Security-FEMA prior to actual construction.

2.10: Within 60 days of completion of an alteration of a watercourse, referenced in Art. 3, Sec. 2, Para. 2.9, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.

SECTION THREE. Duties and Responsibilities of the Flood Plain Administrator.

Duties of the Flood Plain Administrator shall include, but not be limited to:

3.1: Review all development permits to assure that the requirements of this ordinance have been satisfied.

3.2: Advise permittee that additional federal or State permits may be required, and if specific federal or State permits are required that copies of such permits be provided and maintained on file with the development permit.

3.3: Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water and Conservation Division, State Coordinator for Flood Mitigation Programs for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Department of Homeland Security-FEMA.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005.

3.4: In addition to the notifications required in Art.3, Sec.3, Para.3.3, a program shall be established by the person altering the watercourse to maintain the watercourse and written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file in the local office for the Department of Homeland Security-FEMA, National Flood Insurance Program inspection.

3.5: Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Article 4 are met.

3.6: Obtain actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with Art.3, Sec.2, Para.2.7.

3.7: Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with Art.3, Sec.2, Para.2.7.

3.8: When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with Art.4, Sec.2, Para.2.2.

3.9: When interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

3.10: When base flood elevation data or floodway data has not been provided in accordance with Art.1, Sec.5, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, State, or other source, including data developed pursuant to Art.3, Sec.4, Para.4.3, in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

3.11: When the exact location of boundaries of the area's special flood hazards conflicts with the current, natural topography information at the site, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. A copy of the Letter of Map Amendment issued from FEMA will be maintained by the Flood Plain Administrator in the permit file.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

3.12: Make on-site inspections of projects in accordance with Art.3, Sec.4.

3.13: Consult with The Building Codes Director, on the need to serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with Art.3, Sec.4.

3.14: Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.

3.15: To determine damage to structures located in the Area of Special Flood Hazards, regardless of the source of the damage, and to further determine if the damage is considered "substantial damage" and/or a repetitive loss due to flooding in accordance with Article 2, and notify the owner of the property of such finding. If the damage to the structure is caused by flooding and is determined to be substantial damage or is a repetitive loss, and the structure is covered by the NFIP insurance program, the structure may be eligible for the Increased Cost Coverage (ICC) provision under NFIP.

SECTION FOUR, Administrative Procedures.

4.1: Inspections of Work in Progress - As the work pursuant to a permit progresses, the Building Codes Director and/or the Flood Plain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Building Codes Director and/or the Flood Plain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

4.2: Stop-Work Orders - Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Building Codes Director and/or the Flood Plain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

4.3: Revocation of Permits - The Building Codes Director or designee may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable State or local law may also be revoked.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

4.4: Periodic Inspections - The Building Codes Director or designee and/or the Flood Plain Administrator shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

4.5: Violations to be Corrected - When the Building Codes Director or the Flood Plain Administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.

4.6: Actions in Event of Failure to Take Corrective Action - If the owner of a building or property shall fail to take prompt corrective action, the Building Codes Director or Flood Plain Administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:

4.61 - the building or property is in violation of the Flood Damage Prevention Ordinance;

4.62 - a hearing will be held before the Building Codes Director and the Flood Plain Administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter, and,

4.63 - following the hearing, The Building Codes Director may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.

4.7: Order to Take Corrective Action - If, upon a hearing held pursuant to the notice prescribed above, the Building Codes Director or the Flood Plain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he shall issue an order in writing to the owner, requiring the owner to remedy the violation within a period of time not less than 60 days. Where the Building Codes Director finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.

4.8: Appeal - Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the Building Codes Director or the Flood Plain Administrator and the county clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the Building Codes Director shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

*7/10/05
BETH
BONES OF
ALLEN, L.S.*

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

4.9: Failure to Comply with Order - If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished according to the provisions of Article 1, Section Twelve.

ARTICLE 4.

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION ONE. General Standards.

Development may not occur in the floodplain where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the floodplain and that encroachments onto the floodplain are minimized. In all areas of special flood hazard the following provisions are required:

1.1: All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure;

1.2: All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage;

1.3: All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages;

1.4: Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building;

1.5: All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

1.6: New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

1.7: On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and,

1.8: Any alteration, repair, reconstruction, or improvement to a structure which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.

1.9: Non-Conforming Buildings or Uses. Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway; provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.

1.10: American with Disabilities Act (ADA). A building must meet the specific standards for floodplain construction outlined in Art. 4, Sec. 2, as well as ICC/ANSI A117.1-1998. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

SECTION TWO. Specific Standards.

In all areas of special flood hazard where base flood elevation data has been provided, as set forth in Art. 1, Sec. 5 or Art. 3, Sec. 3, Para. 3.9, the following provisions are required:

2.1: Residential Construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than three (3) feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with Art. 4, Sec. 2, Para. 2.5.

2.2: Non-Residential Construction. New construction or substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than three (3) feet above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with Art. 4, Sec. 2, Para. 2.5. No basements.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in Art.3, Sec.2, Para.2.7 and Art.3, Sec.2, Para. 2.9 A variance may be considered for wetfloodproofing agricultural structures in accordance with the criteria outlined in Art.5, Sec.4 of this ordinance. Agricultural structures not meeting the criteria of Art.5, Sec.4 must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures which are floodproofed are required to have an approved maintenance plan with an annual exercise. The maintenance plan must be approved by the Building Codes Director and the Flood Plain Administrator and notification of the annual exercise shall be provided to same.

2.3: Manufactured Homes.

2.31 -Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than three (3) feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

2.32 -Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions of Art.4, Sec.2, Para.2.31 of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated no lower than three (3) feet above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.

2.33 -Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with Section 19-425.39 of the South Carolina Manufactured Housing Board Regulations, effective date May 25, 1990, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis at least 36 inches or less above the grade at the sign, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above 36 inches in height an engineering certification is required.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

2.34 -An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the Flood Plain Administrator and the local Emergency Preparedness coordinator.

2.4: Recreational Vehicles. A recreational vehicle is ready for highway use if it is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions. Recreational vehicles placed on sites shall either be on site for fewer than 180 consecutive days and be fully licensed and ready for highway use, or meet the requirements of Art.3, Sec.2 and Art.4 and Art.4, Sec.2, Para.2.3.

2.5: Elevated Buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas that are usable solely for the parking of vehicles, building access, or storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

2.51 -Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

2.511 -Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

2.512 -The bottom of all openings shall be no higher than one foot above grade;

2.513 -Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions, and,

2.514 -Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

2.52 -Hazardous Velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

2.53 -Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

2.54 -The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required, and cannot be temperature controlled. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in Art.4, Sec.2, Para.2.1, Art.4, Sec.2, Para.2.2 and Art.4, Sec.2, Para.2.3.

2.55 - All construction materials below the required lowest floor elevation specified in Art.4, Sec.2, Para.2.1, Art.4, Sec.2, Para.2.2 and Art.4, Sec.2, Para.2.3 shall be of flood resistant materials.

2.6: Temporary Development. Certain types of structures (e.g. fruit stands, construction site offices, portable toilets, etc.) may be situated temporarily on flood-prone property without having to comply with the elevation or floodproofing criteria of Art.4, Sec.2, Para.2.1 and Art.4, Sec.2, Para.2.2, respectively, provided that the following criteria are met:

2.61 -All applicants must submit to the Flood Plain Administrator, prior to the issuance of the development permit, a written plan for the removal of any temporary structures or development in the event of a hurricane or flash flood warning notification. The plan shall be reviewed and approved in writing, and must include the following information:

2.611 -a specified time period for which the temporary use will be permitted;

2.612 -the name, address and phone number of the individual responsible for the removal of temporary structures or development;

2.613 -the time frame prior to the event at which any structures will be removed (i.e. minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);

2.614 -a copy of the contract or other suitable instrument with a trucking company to insure the availability of removal equipment when needed;

2.615 -designation, accompanied by documentation, of a location outside the floodplain to which any temporary structure will be moved;

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

2.616 - a determination of permanent structures which would be adversely affected by increased flooding upstream or downstream, and a method for covering this liability, such as a performance bond; and,

2.617 - a plan to restore the area to its natural condition once the temporary permit expires or the temporary use is terminated, whichever is first.

2.62 -The structure is mobile, or can be made so, and is capable of being removed from the site with a maximum of four (4) hours warning.

2.63 - The structure will not remain on the property for more than 180 days.

2.7: Accessory Structures. An accessory structure or garage, the cost of which is greater than \$2500, must comply with the elevated structure requirements of Art.4, Sec.2, Para.2.2 and Art.4, Sec.2, Para.2.5. When accessory structures of \$2500 or less are to be placed in the floodplain, the following criteria shall be met:

2.71 -Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas);

2.72 -Accessory structures shall be designed to have low flood damage potential;

2.73 -Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

2.74 -Accessory structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure;

2.75 -Service facilities such as electrical and heating equipment shall be installed in accordance with Art.4, Sec.3, Para.1.4; and

2.76 -Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Art.4, Sec.2, Para.2.5.

2.8: Floodways. Located within areas of special flood hazard established in Art.1, Sec.5, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of flood waters which carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

2.81 -No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the Flood Plain Administrator.

2.82 -If Art. 4, Sec. 2, Para. 2.81 is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 4.

2.83 - Stream crossings for any purpose (i.e., timber harvesting operations), if temporary, shall be permitted in accordance with Art. 4, Sec. 2, Para. 2.6. Otherwise, the development shall comply with all applicable flood hazard reduction provisions of Article 4.

2.84 -No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Art. 4, Sec. 2, Para. 2.3 are met.

2.85 -Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-rise certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations.

2.9: Fill. Fill is discouraged because storage capacity is removed from floodplains. Elevating buildings by other methods must be considered. An applicant shall demonstrate that fill is the only alternative to raising the building to at least three (3) feet above the base flood elevation, and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

2.91 - Fill may not be placed in the floodway unless it is in accordance with Art. 4, Sec. 2, Para. 2.81;

2.92 - Fill may not be placed in tidal or non-tidal wetlands without the required State and federal permits;

2.93 - Fill must consist of soil and rock materials only. Dredged material may be used as fill only upon certification of suitability by a registered professional geotechnical engineer. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

2.94 - Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer;

2.95 - Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion; and,

2.96 - The use of fill shall not increase flooding or cause drainage problems on neighboring properties.

SECTION THREE. Standards for Streams Without Established Base Flood Elevations And/Or Floodways.

Located within the areas of special flood hazard established in Art.1, Sec.5, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:

3.1: No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

3.2: If Art.4, Sec.3, Para.3.1 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of Article 4 and shall be elevated or floodproofed in accordance with elevations established in accordance with Art.3, Sec.3, Para.3.9. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used. When base flood elevation data is not available from a federal, State, or other source, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.

SECTION FOUR. Standards for Subdivision Proposals.

4.1: All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage. An access road at or above the base flood elevation shall be provided to allow emergency access during flood conditions;

4.2: All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards; and,

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

4.3: All subdivision proposals greater than five (5) acres or more than fifty (50) lots require a study using detailed methods acceptable by the Department of Homeland Security-FEMA. The study will utilize floodplain geometry, hydrology and hydraulics to analyze the pre and post development conditions. All studies shall take into consideration a "full build out" condition for the studied watershed area. Such analysis shall be undertaken by a S.C. licensed Professional Engineer, who shall certify that the technical methods used reflect currently accepted engineering practices. Studies, analysis, and computations shall be submitted in sufficient detail to allow review and approval by the Planning Department. In addition the study information will be provided in a digital format compatible with the requirements and standards of The Oconee County Geographic Information System (GIS) Department. The accuracy of the data submitted for the Subdivision proposal shall be the sole responsibility of the applicant. Upon the acceptance by the County Planning Department the applicant shall submit to DHS-FEMA a Conditional Letter of Map Amendment (CLOMA) for review and upon completion of the development the applicant shall apply to DHS-FEMA for a Letter of Map Amendment (LOMA).

SECTION FIVE. Standards for Areas of Shallow Flooding (AO Zones).

Located within the areas of special flood hazard established in Art. 1, Sec. 5, are areas designated as shallow flooding. The following provisions shall apply within such areas:

5.1: All new construction and substantial improvements of residential structures shall have the lowest floor elevated to the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.

5.2: All new construction and substantial improvements of non-residential structures shall:

5.21 - have the lowest floor elevated to the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade; or,

5.22 - be completely floodproofed together with attendant utility and sanitary facilities to or above that level so that any space below that level is watertight with walls substantially impervious to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

ARTICLE 5.

VARIANCE PROCEDURES

SECTION ONE. Establishment of Appeal Board.

The appeal board as established by Oconee County shall hear and decide requests for variances from the requirements of this ordinance.

SECTION TWO. Right to Appeal.

Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Court.

SECTION THREE. Historic Structures.

Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

SECTION FOUR. Agricultural Structures.

Variances may be issued to wet floodproof an agricultural structure in accordance with Technical Bulletin 7-93, Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program, document number FLA-TB-7, dated 12/93, and available from the Federal Emergency Management Agency. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Art. 5, Sec. 8, Para. 8.4, this section, and the following standards:

4.1: Use of the structure must be limited to agricultural purposes as listed below:

- 4.11 - pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment;
- 4.12 - steel grain bins and steel frame corn cribs;
- 4.13 - general purpose barns for the temporary feeding of livestock which are open on at least one side;
- 4.14 - for livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures which were substantially damaged. New construction or substantial improvement of

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

such structures must meet the elevation requirements of Art. 4, Sec. 2, Para. 2.2 of this ordinance; and,

4.15 - detached garages and storage sheds solely used for parking and limited storage in connection with agricultural uses only, which are no greater than 400 square feet in area.

4.2: The agricultural structure must be built or rebuilt, in the case of an existing building which is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation;

4.3: The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls;

4.4: The agricultural structure must meet the venting requirement of Art. 4, Sec. 2, Para. 2.51 of this ordinance;

4.5: Any mechanical, electrical, or other utility equipment must be located above the base flood elevation so that they are contained within a watertight, floodproofed enclosure which is capable of resisting damage during flood conditions. The structure must comply with Art. 4, Sec. 1, Para. 1.4 of this ordinance;

4.6: The agricultural structure must comply with the floodway encroachment provisions of Art. 4, Sec. 2, Para. 2.8 of this ordinance; and,

4.7: Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain in accordance with the temporary development provisions of Art. 4, Sec. 2, Para. 2.6;

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005.

SECTION FIVE. Considerations.

In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

- 5.1: the danger that materials may be swept onto other lands to the injury of others;
- 5.2: the danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
- 5.3: the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- 5.4: the importance of the services provided by the proposed facility to the community;
- 5.5: the necessity to the facility of a waterfront location, where applicable;
- 5.6: the availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- 5.7: the compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- 5.8: the expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- 5.9: the costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges; and,
- 5.10: agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.

SECTION SIX. Findings.

Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

OCONEE COUNTY FLOOD ORDINANCE

FINAL DRAFT

Approved by planning commission April 11, 2005

SECTION SEVEN. Floodways.

Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION EIGHT. Conditions.

Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

8.1: Variances may not be issued when the variance will make the structure in violation of other Federal, State, Local laws, regulations, ordinances, or Building Codes.

8.2: Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

8.3: Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

8.4: Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.

8.5: The Flood Plain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

8.6: Variances shall not be issued for un-permitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Art.3, Sec.4, Para.4.5 of this ordinance.

OCONEE COUNTY FLOOD ORDINANCE FINAL DRAFT

Approved by planning commission April 11, 2005

ARTICLE 6

LEGAL STATUS PROVISIONS

SECTION ONE. Effect on Rights and Liabilities under the Existing Flood Damage Prevention Ordinance.

This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted March 3rd 1987, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Oconee County enacted on March 3rd 1987, as amended, which are not reenacted herein are repealed.

SECTION TWO. Effect upon Outstanding Development permits.

Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a development permit has been granted by the Building Code Director or his authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the provisions of this ordinance.

SECTION THREE. Disclaimer of Liability.

- (i) The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study.
- (ii) Larger floods may occur or flood heights may be increased by man-made or natural causes.
- (iii) This ordinance does not imply that development either inside or outside the Special Flood Hazard Area (SFHA) will be free from flooding or damage.
- (iv) This ordinance does not create liability on the part of the County or any officer or employee thereof, for any flood damage that results from reliance on this ordinance or any administrative decision made lawfully thereunder.

OCONEE COUNTY FLOOD ORDINANCE FINAL DRAFT

Approved by planning commission April 11, 2005.

SECTION FOUR Effective Date:

This ordinance shall become effective upon adoption.

SECTION FIVE Adoption Certification.

I hereby certify that this is a true and correct copy of the flood damage prevention ordinance as adopted by the Oconee County Council on the ___ day of _____.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 6/7/05
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Captain Steve Walker, Commander of Seneca National Guard Armory would like to introduce himself and express appreciation to Council.

BACKGROUND OR HISTORY:

The County has long supported the National Guard and Captain Walker would like to express his appreciation to the community and the County.

SPECIAL CONSIDERATIONS OR CONCERNS:

This is an opportunity to express to the citizens the close relationship we have with agencies that protect the citizens of the County, State and U.S. Also, it is an opportunity for Council to express their appreciation to those who protect our freedoms.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council allow Captain Walker to address Council.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Request of Captain Walker

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

 N/A County Attorney

 N/A Finance

 N/A Other

C: Clerk to Council

Opal Green

From: Stephen Walker [swalker@wkdickson.com]
Sent: Thursday, June 02, 2005 11:39 AM
To: Opal Green
Subject: Request time on Council Agenda 7 June

Ms. Green,

I am Captain Steve Walker, Commander of the County's only National Guard Armory. Located in Seneca, SC, I would like to request no more than 10 minutes of the Council's time to introduce myself to the Council members, tell them of the tremendous support we get from communities throughout the County, and of the wonderful soldiers, families and citizens of Oconee County that serve in the National Guard.

Thank you for your assistance and service,

Steve Walker
W.K. Dickson - Columbia Office
803.786.4261

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 7, 2005

COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

STEP VAN FOR THE SHERIFF'S EMERGENCY RESPONSE TEAM (SERT): This step van will be used by the SERT team to carry equipment and personnel to critical incident areas, high risk calls, or natural disaster sites to conduct on-site command and communications. In an event that the 911 Center is down, this van will be equipped for operation as the back-up 911 Center.

BACKGROUND OR HISTORY:

The current SERT van is a 1981 Chevrolet G30. Because of the high maintenance cost, the small size of vehicle body and the poor dependability of the twenty-five (25) year old vehicle, the Sheriff requested funds to purchase a new step van to accommodate their needs.

SPECIAL CONSIDERATIONS OR CONCERNS:

The new van will have floor space large enough to house the three consoles (current van has one console) needed to operate as a back-up center for the 911 Center.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Recommendation is for Council to approve award to Georgia Commercial Vehicles in the amount of \$42,618.11 as the best overall bid (see attached Bid Tabulation) and carryover the remaining project balance of \$9,381.89 to FY 2005-06.

Two bids were received as follows:

- Georgia Commercial Vehicles, LLC (Marietta, GA) \$42,618.11
- Cincinnati Truck Sales, LLC (Cincinnati, OH) \$42,534.00

Although the Cincinnati Truck Sales bid is \$84.11 lower, the Sheriff based his recommendation for Georgia Commercial Vehicles, LLC on the following (see attached memo):

1. Georgia Commercial's bid is only \$84.11 higher than Cincinnati Truck Sales.
2. The comfort level of a closer vendor to handle service and warranty problems that might arise (Georgia vs. Ohio).
3. Georgia Commercial has offered a quicker delivery on the Union City Body (30 days for Union City vs. 60-90 for Morgan Olson Body).

FINANCIAL IMPACT:

Funds have been allocated in the amount of \$52,000 to purchase a new step van and equipment to replace the 1981 SERT van. Of the remaining balance of \$9,381.89 after purchase of the van, the Sheriff's Office has requested that Finance carry forward this amount to FY 2005-2006, to equip the new van since delivery of the van will be after the close of the current fiscal year. Certain equipment will be removed from the old van and re-installed in the new van (i.e., air

conditioner, generator, radio equipment, etc.). Two additional consoles will be constructed and installed using inmate labor.
County Fleet Maintenance projects that overall cost of operating and maintaining the vehicle will be less than that of the old vehicle.

ATTACHMENTS:

- Bid Tabulation Sheet
- Memo from Chief Deputy Terry Wilson

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

n/a County Attorney

 Finance

n/a Other

C: Clerk to Council

**OCONEE COUNTY
SHERIFF'S OFFICE**

MEMO

RECEIVED

MAY 27 2005

OCONEE COUNTY
PURCHASING DEPT

TO: Oconee County Procurement Office

FROM: Chief Deputy Terry Wilson *TW*

SUBJECT: SERT Step Van

DATE: May 27, 2005

Two companies bid on our Step Van, Cincinnati Truck Sales and Georgia Commercial Vehicles. The price difference was on \$84.11. Georgia Commercial was the highest, but we recommend going with them because of the location of the business being in Georgia versus Cincinnati, Ohio. This will assist the county in reference to warranty work. We would also recommend them because of the 30-day delivery from Union City Body Company rather than the 60 - 90 day delivery from Cincinnati Truck Sales using the Morgan Olson Body Company.

REVISED

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 6/7/05
COUNCIL MEETING TIME: 7:00 pm

REVISED

ITEM TITLE OR DESCRIPTION:

Proposal for Leasing of Property owned by Oconee County on South Broad Street, Walhalla, SC.

BACKGROUND OR HISTORY:

The County has owned this property for several years. This property has not been used for a number of years and presently it is overgrown with grass and small trees.

SPECIAL CONSIDERATIONS OR CONCERNS:

This property is adjacent to the Heritage Museum and to the Public Buildings storage area. Mr. & Mrs. Edward H. Martin of Walhalla Farm & Garden are proposing to lease this property from the county for five years. However, this length of time could present a problem should the museum or the County need to expand into this area.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends this request either be rejected or referred to the Real Estate, Facilities & Land Management Committee for a recommendation back to full Council.

FINANCIAL IMPACT:

The \$200 per year for rent would equate out to \$16.66 per month and net the County \$1,000 at the end of the five-year period if approved. In checking with a local real estate office we were informed that such property would rent for \$25 to \$50 per month and at \$50.00 per month, the County could net \$3,000 at the end of a five-year period. The Real Estate Agent also advised that the County carry liability insurance on the property in the event someone was injured while on the property. The cost of this coverage is unknown.

ATTACHMENTS:

Proposal & Copy of Tax Map

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 6/7/05
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Proposal for Leasing of Property owned by Oconee County on South Broad Street, Walhalla, SC.

BACKGROUND OR HISTORY:

The County has owned this property for several years. This property has not been used for a number of years and presently it is overgrown with grass and small trees.

SPECIAL CONSIDERATIONS OR CONCERNS:

This property is adjacent to the Heritage Museum and to the Public Buildings storage area. Mr. & Mrs. Edward H. Martin of Walhalla Farm & Garden are proposing to lease this property from the County for five years. However, this length of time could present a problem should the museum or the County need to expand into this area.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends this request either be approved or referred to the Real Estate, Facilities & Land Management Committee for a recommendation back to full Council.

FINANCIAL IMPACT:

The \$200 a month rent for five years would net the County \$12,000 at the end of the five year period if approved.

ATTACHMENTS:

Proposal & Copy of Tax Map

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

 N/A County Attorney

 N/A Finance

 N/A Other

C: Clerk to Council

May 18th 2005

To: Oconee County Council
South Pine Street
Walhalla, SC

From: Oconee Farm and Garden, LLC
Edward H. Martin, Lynne R. Martin
201 South College Street
Walhalla, SC 29691

Re: Proposal for property lease on South Broad Street

We would like to propose a five-year lease for the two vacant lots, located on South Broad Street, between the Oconee Heritage Center and B&C Oil, for the amount of \$200 each year.

Our plans are to remove the brush, clear the lot, and put mobile storage facilities on the property to store nonperishable items for our business.

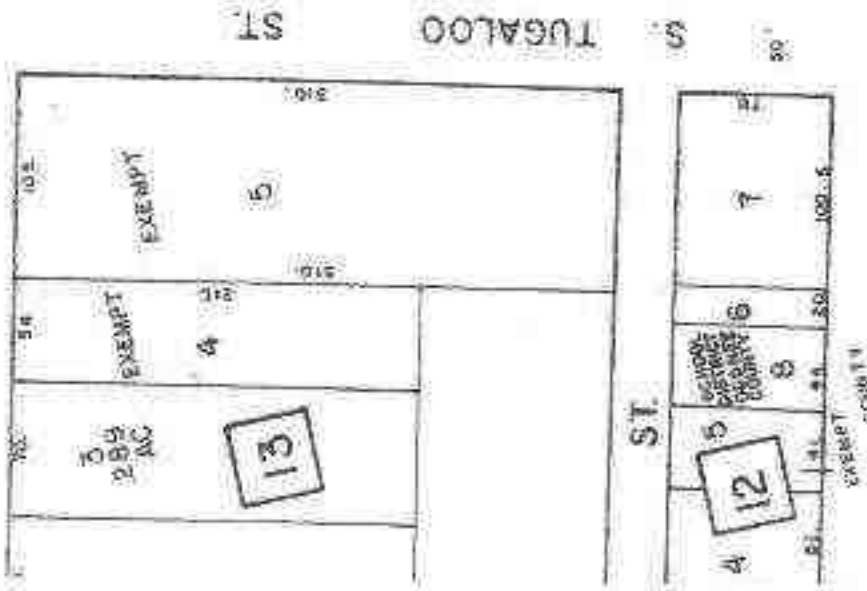
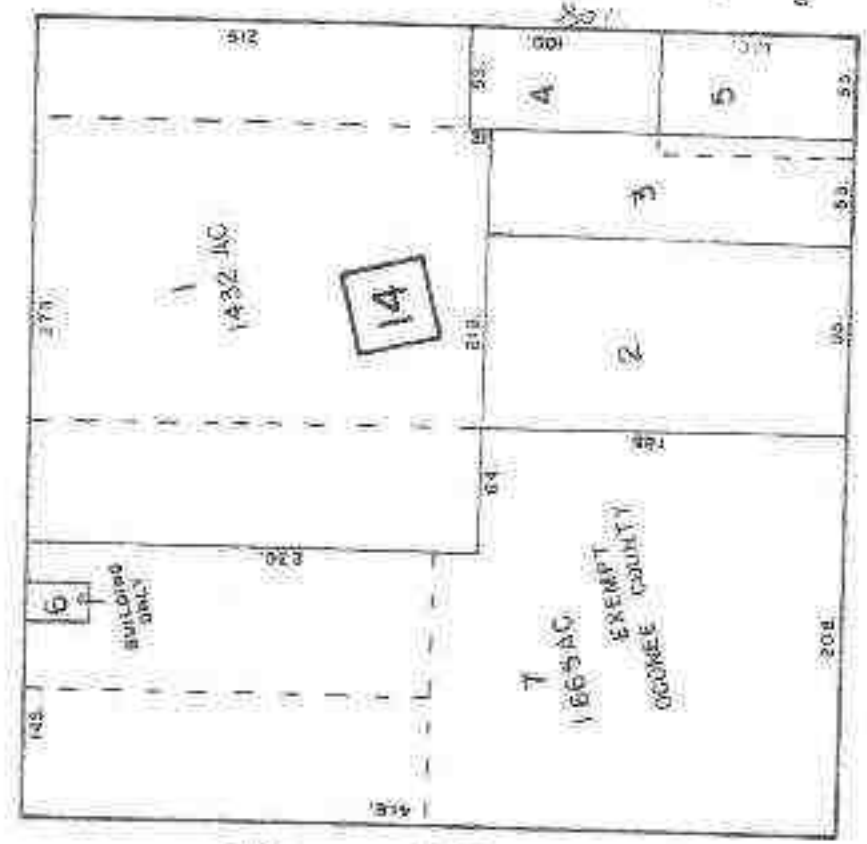
Please contact us for further clarifications or questions.

Thank you,

Lynne R. Martin
Edward H. Martin, Lynne R. Martin

944 - 0040

E. MAIN ST.



COLLEGE ST

TUGALOO ST

E. SOUTH BRO

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 7, 2005
COUNCIL MEETING TIME: 7:00 p.m.**

ITEM TITLE OR DESCRIPTION:

RFP 00-35, Lease of Maintenance Hangar at the Oconee County Regional Airport. The original lease was issued in April 2001 to lease the new maintenance hangar to a qualified FBO contractor.

BACKGROUND OR HISTORY:

For the operation of the Airport to serve the incoming flights, Oconee must have a Fixed Based Operator (FBO) Maintenance operation.

The current FBO contract was awarded to John R. Van Surdam, d/b/a Van Surdam Vintage Aircraft and executed for original three-year period beginning on May 8, 2001 and expiring on May 13, 2004.

The terms of the May 8, 2001 executed agreement were as follows:

- Terms of the lease were for three-years with (the agreement incorrectly read 1 additional three-year period) two (2) additional three-year renewal periods (Addendum 1 of the RFP stated 2 additional three-year periods) upon mutual agreement of both parties.
- The first automatic renewal occurred on May 14, 2004 and will expire on May 13, 2007 (this agreement was never signed).
- Schedule for payment of lease and gross receipts were as follows:

Start-up – 8 months	No Monthly Lease / 0% Gross Receipts
7 Months: 1 st Year	1/2 of the \$500 Monthly Lease / 2% Gross Receipts
1 st Year – 2 nd Year	Monthly Lease of \$500 / 2% Gross Receipts
- After the completion of the 2nd full year of maintenance service, Oconee County was to require the lessee to pay a monthly lease plus a minimum of 2% of gross receipts for the remaining term of the agreement.

COUNCIL ACTION: On March 18, 2003, Council voted to cap the percentage of gross receipts received by the County at two percent (2%) from Van Surdam, and on September 21, 2004 Council voted to waive the County receiving the two percent (2%) gross receipts in the contract with Van Surdam to re-evaluate this waiver in two years (i.e., September 21, 2006).

Mr. Van Surdam is requesting that the County revise the term of the first automatic renewal (above) that will allow the term to extend to June 7, 2010.

SPECIAL CONSIDERATIONS OR CONCERNS:

The additional renewal period will give Mr. Van Surdam assurance of Oconee County's commitment to his business and allow him to amortize his increased financial expenditures (estimated to be \$70,000) to become an FAA-certified repair facility. Mr. Van Surdam brings flights to the airport (now with his repair business) and he expects this new shop certification to increase the number of flights coming into the airport. All planes must have an annual FAA required inspection of the transponder, which the new certification will allow him to perform.

A progressive and successful airport maintenance facility is in the County's best interest in that it will bring additional flights into the Airport, increase our fuel sales, and justify our need for FAA grants to expand Airport facilities and the runway.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Extend the current FBO contract and longer renewal period to May 13, 2010 with John R. Van Surdam.

On or before April 30, 2006 County Finance will re-evaluate the activity and profitability of the FBO operation and will recommend whether to reinstate up to a 3% gross sales receipt fee made payable to the County. County Finance will conduct the reconciliation yearly throughout the term of the lease.

FINANCIAL IMPACT:

On September 21, 2004 Council voted to waive the County receiving the two percent (2%) gross receipts as specified in the contract with Van Surdam. This decision was to be re-evaluated in two years (September 2006).

At this time the only income to the County is the monthly rent, in the sum of \$300 paid by Mr. Van Surdam.

If Mr. Van Surdam profits by increased business due to contract extension and FAA certification, the County may reinstate the contract provision to receive a percentage of his gross receipts.

ATTACHMENTS:

- May 1, 2001 Council Minutes
- May 8, 2001 FBO Contract
- March 18, 2003 Council Minutes
- September 21, 2004 Council Minutes
- Lease Renewal Contract

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

 County Attorney

 Finance

Other:

C: Clerk to Council

→ Mr. Lyles, Chair, Purchasing, Contracting, Real Estate, Building & Grounds Committee informed Council they met at 5:00 PM to consider the FBO's received for maintenance at the airport. There were two responses to the RFP, however, one of those was non responsive and the awarding of the FBO to the other company depended on the total score received by that company.

Ms. Dillard presented the attached information to Council showing a total 1,551.25 points received by Van Surdam Vintage Aircraft out of a possible 2,000 points.

Council voted 4 – 0 to award the FBO to Van Surdam Vintage Aircraft based on the points received.

Public Comment Session:

Mr. Clay Bradburn & Mr. Robert Bannister addressed Council regarding safety issues on Tugaloo Circle. They informed Council it is not paved up to the campground and it is very narrow. They asked that the roadway be removed, widened and paved.

Mr. Stu Wright addressed Council thanking them for their support of the rural fire fighters.

Mr. B. J. Littleton again expressed his displeasure with the federal government, he also asked Council to support Senator Alexander's property defense bill and expressed an opinion that the School Resource Officers did not need vehicles.

Adjourn:

Adjourn: 8:00 PM

→ Minutes, Oconee County Council Meeting

May 1, 2001

Respectfully Submitted,

Opal O. Green
Council Clerk

OCONEE COUNTY REGIONAL AIRPORT MAINTENANCE HANGAR LEASE AGREEMENT

County of Oconee
Landlord

John R. Van Surdam, d/b/a
Van Surdam Vintage Aircraft
Tenant

THIS AGREEMENT, made this 9th day of May, 2001, by and between COUNTY OF OCONEE (hereafter referred to as "Landlord") and JOHN R. VAN SURDAM, d/b/a/ VAN SURDAM VINTAGE AIRCRAFT (hereinafter referred to as "Tenant"), witnesseth:

WHEREAS, the COUNTY did issue its invitation for proposals on April 11, 2001 for an Aircraft Maintenance FBO to which the tenant submitted a response on April 25, 2001, subsequently accepted by the COUNTY. These documents are hereby made a part of this agreement by reference.

WHEREAS, the parties hereto recognize the desirability and necessity of reducing their agreement in writing:

1. That Landlord for and in consideration of the covenants and agreements hereinafter contained, and made on the part of the Tenant, does hereby demise and lease to Tenant 10,000 square feet of hangar and office space located at the Oconee Regional Airport (hereinafter referred to as "Airport") and set forth and shown on Exhibit A attached hereto and made a part hereof by reference (hereinafter referred to as demised premises"); subject to a reservation of easement rights by Landlord for the installation, maintenance, repair and replacement, if necessary, of such public utilities or Federal Aviation Administration installations as may now traverse the demised premises, or as may be necessary to be installed during the term hereof. In addition, Landlord grants to Tenant the right of access and ingress to and egress from the demised premises to the taxiway and to the public streets by tenant and its employees, contractors, suppliers, servicemen, guests and invitees; provided that such rights of access, ingress and egress are at all times exercised in conformance with any of Landlord's ordinances and all regulations of the Oconee County Regional Airport, for the care, operation, maintenance and protection of the Airport and the public.

To have and to hold the same pursuant to the terms of this Agreement for three (3) years commencing on the 14 day of May, 2001, and expiring on the 13 day of May, 2004.

2. Nature of Tenancy and Use of Premises: Landlord hereby grants to Tenant the privilege of operating a FAA licensed mechanic enterprise for the purpose of repair and maintenance of aircraft. It is expressly understood and agreed that the only activity which Lessee may conduct on or from the demised premises, directly or indirectly, alone or through others, is only as authorized under the terms of this agreement.

The operations of Tenant and its invitees, employees and agents shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Landlord shall have the right to complain to Tenant as to the demeanor, conduct or appearance of Tenant's invitees, employees and agents whereupon Tenant shall take all steps necessary to remove the cause of the complaint.

Tenant acknowledges that the Landlord has an interest in assuring that the leased premises and

adjacent area(s) are kept clean and appropriately maintained in an orderly fashion so as to comply with all applicable regulations and statutes as well as to present an appropriate appearance to persons using the facilities thereon. In this regard, Tenant agrees to maintain the leased premises in a neat, clean and orderly fashion acceptable to the Landlord and in compliance with all applicable laws and regulations now existing or hereafter enacted and in conformity with all recommendations and requirements as may be set forth by the Deonee County Fire Marshall or his designee(s), who shall have the right to inspect the subject premises at all reasonable times.

Tenant and its employees, invitees, and those doing business with it shall have no right hereunder to park vehicles upon Airport premises, other than in places demised to Tenant and pursuant to this Agreement.

3. Restrictions of other statutes and agreements: This agreement shall be subject and subordinate to any existing or future federal or state statutes or any existing or future leases or agreements between Landlord and the United States or the State of South Carolina relative to the development, construction, operation or maintenance of said Airport. This Agreement shall likewise be subject to any leases or agreements which Landlord has or may hereafter have with others for the operation of Airport facilities, so long as it does not interfere with Tenant's use of the premises as set forth hereinabove. However, if any provisions of the existing leases or future leases between any fixed base operator and/or mechanic of said Airport facilities are in conflict with any provisions herein, then in such event, the provisions of said lease agreements shall supersede any provisions contained herein. Tenant agrees not to hold the Landlord liable for damages or injury which may occur to Tenant, its invitees, employees or agents, as a result of other operations of the Airport or those of other tenants, their employees, agents or assigns upon Airport properties.

4. Option to renew: At the expiration of the term of this lease, the Tenant shall have the right and option of extending the same for one (1) additional three-year period upon the same terms and conditions as herein, provided Tenant notifies the Landlord in writing of its intention to exercise the automatic renewal at least ninety (90) days prior to the expiration of this lease.

5. Rentals, utility charges, fees and taxes: Tenant shall pay to Landlord as rental for said demised premises a monthly rent in the sum of \$500.00 (Five Hundred) dollars plus 3% (Three) percent of gross receipts, except as specified in the first two years of the initial agreement, payable in advance on the 15th of each month. For purposes of this Agreement, the term "gross receipts" shall mean the aggregate value of all maintenance and repair services and sales of parts and supplies performed and sold by Tenant for cash, or credit, or otherwise, of every kind, name, and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchange of goods, wares, merchandise, and service for services or goods, at the selling price, as of the service or goods had been sold for cash or the fair and reasonable value, whichever is greater. The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes, use, sales privilege taxes now or hereafter imposed or collected by Tenant directly from customers, or as part of the price of any services and paid over in turn by the collecting party to any governmental agency; but this provision shall not excuse the Tenant from paying to governmental agencies all taxes for which it may be liable.

Tenant shall pay in addition to rental and the charges above specified, all water rates, utility charges, permit and license fees, and taxes and assessments, general and special, if any, levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created thereby during the term of this Agreement or any extended terms.

6. Construction, alteration and maintenance of hangar: Tenant, may not erect or install on the demised premises additional structures or improvements, without the prior written consent of the Landlord.

Tenant shall at all times throughout the term hereof maintain the hangar space and hangar site improvements and all other portions of the demised premises in good and serviceable condition and repair, reasonable wear and tear, acts of God and other unavoidable casualties excepted.

Tenant shall not install, erect or place, or permit others to do so, any illuminated signs, placards, displays or other advertising media on the hangar or elsewhere on Airport property, without the prior written consent of the County of Oconee.

In the event that the entire demised premises or such part thereof as will substantially impair Tenant's ability to use the premises for the purposes specified in this Agreement are required for Airport purposes or any other purposes prior to the expiration of this Agreement or any extended term thereof, the County of Oconee may, upon ninety (90) days advance written notice to Tenant, direct Tenant to vacate the same and this Agreement shall terminate. If the tenancy is terminated pursuant to this paragraph, then in such event, any prepaid rentals shall be prorated to the date of termination. In addition, if available and approved space exists, the Tenant may negotiate an alternate lease for the unexpired term of this Agreement, subject to the same terms and conditions set forth herein, on a mutually agreeable site. Tenant may relocate all improvements and structures installed by Tenant on the demised premises, provided that after relocation the demised premises shall remain in good condition and repair, normal wear and tear excepted. Tenant shall be responsible for all costs and expenses incurred by reason of said relocation.

Tenant shall allow Landlord, its officers, agents or employees, free access to the demised premises for the purpose of inspecting them to ascertain if Tenant is performing its obligations under this Lease Agreement.

7. Insurance: The Tenant will be responsible to pay for insurance coverage on its contents and to conduct its operation at the Airport in a safe and orderly manner so as to abide by any Airport operating rules and regulations which are now in effect or may become effective as established in the future by the Landlord.

Additionally the Tenant shall purchase at his expense and maintain the following coverages during the entire term of this contract:

1. Workman's Compensation - Statutory
2. Comprehensive General Liability
 - a. Bodily Injury - \$500,000
 - b. Property Damage - \$500,000
3. Comprehensive Automobile Liability
 - a. Bodily Injury - \$25,000/\$500,000
 - b. Property Damage - \$50,000 each occurrence
4. Umbrella Liability - limits net loss \$1,000,000 each occurrence and \$1,000,000 aggregate.

Tenant shall defend, indemnify and hold harmless the Landlord, its officers, agents and employees, from and against all personal injury or property claims, judgments, costs, damages, expenses and liabilities of and to third persons excluding claims and liabilities resulting from the primary or active negligence of the Landlord, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its property and the use of the demised premises insuring against said claims, judgments, costs, damages, expenses and liabilities (including but not limited to public liability) in the minimum amount of \$1,000,000 and naming the County as an additional named insured in said policy. In the event any claim is made or action brought which is covered by the foregoing indemnity agreement the Landlord shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of same. The Landlord shall not take any action, including settlement or compromise, which may in any manner adversely affect Tenant's ability to defend any such claim or action, and if the Landlord desires to defend itself without waiving its rights under the foregoing indemnity agreement it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

Landlord does not accept any liability for the activities or use of the above demised premises by Tenant, whether connected with operation of aircraft or not, nor does the Landlord accept any liability for

the protection, damage or loss of any equipment or aircraft while on the demised premises or Airport property or personal injuries suffered by anyone in connection with the use of the demised premises while going to or from or on the demised premises.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of this Agreement.

County shall maintain fire and extended coverage insurance covering loss or damage to the existing hangar located on the demised premises in the amount of replacement cost.

8. Warranties of Landlord and Disclaimer:

(a) The Landlord warrants and represents that it has fee simple, marketable title to the premises herein being leased and that there are no suits pending, or that the Landlord has no knowledge of the same, that will interfere with the Tenant's right to use the premises free from all hindrance or threat of suit whatsoever.

(b) The Landlord warrants and agrees that the Tenant shall have the quiet enjoyment of the premises free from any suit or hindrance of and from the Landlord, its successors and assigns, or from any other person whatsoever.

(c) Tenant has had ample opportunity to inspect the demised premises and acknowledges that Landlord is making the demised premises available to Tenant pursuant to this Lease Agreement in "as-is, where-is" condition, there being no warranties, express or implied, with respect to the conditions of the demised premises, or their suitability for any particular purpose or use.

9. Assignment: Tenant shall not assign, transfer, mortgage or pledge this Agreement or the leasehold interest created herein, nor sublet the use of the premises or any part thereof, without the approval of the County of Osceola, nor permit any transfer by operation of law of its interest created thereby.

10. Agency: This Agreement does not constitute either party, their agent or representative of the other, for any reason whatsoever.

11. Legal expenses and costs: In the event either party resorts to legal action in order to enforce the terms and conditions of this Lease, or to collect any amounts due hereunder, the prevailing party will be entitled to a reasonable attorney's fee, court costs, and filing fees.

12. Default: In any of the following events which shall constitute "events of default," Landlord shall have the right at its election, immediately to terminate this agreement, or to terminate Tenant's tenancy hereunder:

(a) Tenant shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Tenant.

(b) Tenant shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and such adjudication be not stayed or vacated within ninety (90) days thereafter, or the interest of the Tenant under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Tenant, or in the event that a receiver or trustee shall be appointed for Tenant or the interest of Tenant under this Agreement, and such appointment has not been vacated within ninety (90) days thereafter.

(c) Tenant shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the prior written consent of Landlord.

(d) Tenant shall fail to observe any other provision of this Agreement after thirty (30) days written notice given by Landlord of such failure, or, if such failure cannot be cured within (30) days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

(i) Upon the occurrence of any one or more of the events of default specified, Tenant's right to possession of the demised premises shall at the option of Landlord terminate and Tenant shall surrender possession thereof immediately. In such event Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Tenant or any other person who may be occupying the said premises, or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary; and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer; nor shall it cause a forfeiture of rents due by virtue hereof, nor waiver of any covenant, agreement or promise to be performed by Tenant. Tenant shall make no claim of any kind against Landlord, its agents and representatives by reason of such termination or act incident thereto.

(ii) At its option, Landlord may terminate this Agreement for any uncorrected event of default. Landlord in any case may sue for and recover all damages and rent accrued or accruing under this agreement or arising out of any breach thereof.

(iii) Landlord, may if it so elects, pursue any other remedies provided by law for the breach of this Agreement or an of its terms, covenants, conditions or stipulations.

No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

13. Destruction of premises: Should any structure or improvement on the demised premises be damaged or destroyed, County may determine, in its sole discretion, using insurance proceeds, to repair or rebuild same. If the County elects not to repair or rebuild, the County may terminate this Lease Agreement upon thirty (30) days written notice to Tenant.

14. Equal Opportunity: This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and thereby involves activity which services the public.

Tenant, for itself, its successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services and sale of goods thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; (3) that Tenant shall use the facilities leased hereunder in compliance with all other requirements and imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended; (4) shall furnish services on a fair, equal, and not unjustly discriminatory prices for each unit of service; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume-business clients.

15. Surrender of premises: Upon termination of this Agreement by lapse of time or for any other reason as provided for in this Agreement, Tenant agrees to surrender the demised premises and all improvements in good condition and repair, normal wear and tear expected, without the receipt of any demand for rent, notice to quit or demand for possession whatsoever.

16. Quality of Services: During the term of this Agreement the Tenant agrees that it will:

(a) Maintain a facility with a capacity which, in Landlord's opinion, is adequate to provide service, maintenance and repair for aircraft;

(b) Perform all services and repairs on the aircraft in accordance with practices, procedures, specifications, and standards established and authorized and approved by the Federal Aviation Administration;

(c) Maintain adequate equipment and facilities to provide inspection, maintenance, adjustment, repair, overhaul, testing, and all other related services required by owners of aircraft located at the Airport of Landlord;

(d) Assume full responsibility for the quality of work performed in the service, maintenance and repair of aircraft under the terms of this Agreement;

(e) Provide qualified repair facility technicians licensed and approved by the Federal Aviation Administration.

17. Independent Contractor: The Tenant is and shall remain an independent contractor, purchasing parts or materials and providing services for its own account. Tenant alone shall be answerable for any loss or damage caused by it or its employees or agents.

18. Operations: Tenant shall act, and shall cause its officers, employees, agents and contractors to act, in accordance with that degree of skill, care and diligence normally exercised by an FAA licensed mechanic performing maintenance and repair operation at an Airport comparable in size and magnitude to the Airport of Landlord. Tenant shall further maintain those standards set by the County of Oconee Airport Commission.

19. Rules and Regulations: Tenant shall comply, and shall cause its officers, employees, agents, and contractors to comply, with all applicable federal, state, and local governmental laws, rules, regulations, and executive orders, including without limitation the rules, regulations, executive orders and ordinances of the Landlord, now or hereafter in effect.

20. Certifications: Tenant and all of its mechanics shall provide the County with proof that all parties are validly licensed and certified mechanics by the Federal Aviation Administration and shall procure all licenses, certificates, permits, or other authorization from all governmental authorities which may be necessary for Tenant's operations hereunder.

21. Not Exclusive Right: Nothing contained in this Agreement shall be construed to grant, or enforce the granting of, an exclusive right prohibited by 308 of the Federal Aviation Act of 1958, as amended, and the Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

22. Amendments: This Agreement constitutes the entire Agreement between the parties and may not be amended except in writing signed by all parties and said Agreement shall be binding upon the parties hereto, their heirs, successors and assigns forever.

23. Jurisdiction and Venue: This Lease Agreement shall be construed in accordance with the laws of the State of South Carolina and the venue and jurisdiction for any action hereunder shall be in the County of Oconee, State of South Carolina.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

COUNTY OF OCONEE

Marianne Dillard

Ann H. Hughes, Supervisor/Chairman

Opal B. Reese

Ann H. Hughes

WITNESS

LANDLORD

Marianne Dillard

JOHN R. VAN SLEDAM

Melinda B. Reese

J.R. Van Sledam

WITNESS

TENANT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PERSONALLY appeared before me Ann T. Albertson, who, being duly sworn, says that she saw the within named County of Oconee by Ann H. Hughes, its Supervisor/Chairman as Landlord, sign, seal, and as its act and deed, deliver the within Lease Agreement for the uses and purposes therein mentioned; and that deponent with Marianne Dillard witnessed the execution thereof.

SWORN to before me this 3rd day of May, 2001.

Ann T. Albertson
Notary Public for South Carolina
My Commission Expires: 1-6-2003

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PERSONALLY appeared before me Ann T. Albertson who, being duly sworn, says that she saw the within named John R. Van Sledam as Tenant, sign, seal, and as its act and deed, deliver the within Lease Agreement for the uses and purposes therein mentioned; and that deponent with Melinda B. Reese witnessed the execution thereof.

SWORN to before me this 4th day of May, 2001.

Ann T. Albertson (L.S.)
Notary Public for South Carolina
My Commission Expires: 1-6-2003

Mr. Norton, County Attorney, informed Council the SWAG Committee would meet again Thursday, March 20, 2003 at 2:00 PM at Seneca City Hall.

Budget & Finance Recommendation:

Upon recommendation of the Budget & Finance Committee, Council voted unanimously to freeze spending from the Supervisor's professional line item.

→ **Minutes, Oconee County Council Meeting**

March 18, 2003

Roads & Transportation Committee Recommendation:

Upon recommendation of the Roads & Transportation Committee, Council voted unanimously to engage Moreland Altobelli Associates for the purpose of completing a county roadway assessment for compliance with GASB 34, which has to be completed by 2006 at a cost of approximately \$60,000, which will be included in the 2003-04 budget ordinance. Also, in conjunction with this assessment, negotiate with Moreland Altobelli Associates for the completion of a five-year Transportation Improvement plan.

Recommendations of Purchasing, Contracting, Real Estate, Building & Grounds Committee:

→ Upon recommendation of the Purchasing, Contracting, Real Estate, Building & Grounds Committee Council voted unanimously to cap the percentage of gross receipts received by the county at two percent (2%) from Van Sordam Vintage Aircraft, Inc. for aircraft maintenance at the Airport.

Also, upon recommendation of the committee, Council voted unanimously to add Lakewood Rest Home to the Capital Improvement Plan for routine maintenance purposes only and also extend the agreement on the DAVCO Building until May 15, 2003.

Ordinance 2003-05:

Mr. Ables made a motion, seconded by Mr. Ruchart, approved 5 - 0 that Ordinance 2003-05, "AN ORDINANCE AMENDING ORDINANCE 97-14, PERSONNEL POLICIES & PROCEDURES" be adopted on first reading.

Public Comment Session:

Mr. Siste Cornelius addressed Council regarding a map presented to Council by Mr. Hendricks, Planning Director suggesting planning areas for the county.

Mr. Robert Banks, County Engineer refuted statements regarding County Department Heads who are reported to lack proficiency being in management he felt were taken out of context during the public hearing on the proposed supplemental ordinance.

Also, upon recommendation of the committee, Council voted unanimously to store the barge at the old Roads Office at this time.

Airport:

→ Upon recommendation of Mr. Lyles, Council voted unanimously to waive the County receiving the two percent (2%) gross in the contract with VanSurdam, who does maintenance at the airport and re-evaluate this practice in two years.

→ Minutes, Oconee County Council Meeting**September 21, 2004****Solid Waste:**

Mr. Norton presented the attached agreement with Engelhard Corporation for nine methane wells at the Seneca Landfill and that Goldie & Associates he brought in to study the methane coming from the landfill which will require drilling of additional wells. Engelhard will pay half the cost up to \$30,000 and will have the first right of refusal for the methane for up to 180 days. If Engelhard exercises that option they will have the exclusive right to mine the gas for a five-year period or until they reach an amount of gas equal to 130,000 BTU's. Oconee County currently expends some \$20,000 per year to extract the methane and Engelhard would pay the cost of extraction.

Ordinance 2004-24:

Mr. Johns made a motion, seconded by Mr. Moore, approved 5-0 that Ordinance 2004-24, "A FEE IN LIEU ORDINANCE" be adopted on first reading in title only.

Public Comment Session:

Ms. Susie Cornelius addressed Council regarding changing the number of Council Districts from five to seven.

Mr. B. J. Littleton addressed Council regarding the methane gas at the landfill.

Respectfully Submitted,

Opal O. Green
Clerk to Council

OCONEE COUNTY REGIONAL AIRPORT
MAINTENANCE HANGAR
"PROPOSED" LEASE AGREEMENT

County of Oconee
Landlord

John R. Van Surdam, d/b/a
Van Surdam Vintage Aircraft
Tenant

THIS AGREEMENT, made this _____ day of _____, 2005 by and between COUNTY OF OCONEE (hereafter referred to as "Landlord") and JOHN R. VAN SURDAM, d/b/a VAN SURDAM VINTAGE AIRCRAFT (hereafter referred to as "Tenant"), witnesseth:

WHEREAS, the COUNTY did issue its invitation for proposals on April 11, 2001 for an Aircraft Maintenance FBO to which the tenant submitted a response on April 25, 2001, subsequently accepted by the COUNTY. These documents are hereby made a part of this agreement by reference.

WHEREAS, the parties hereto recognize the desirability and necessity of reducing their agreement in writing:

1. That Landlord for and in consideration of the covenants and agreements hereinafter contained, and made on the part of the Tenant, does hereby demise and lease to Tenant 10,000 square feet of hangar and office space located at the Oconee Regional Airport (hereinafter referred to as "Airport") and set forth and shown on Exhibit A attached hereto and made a part hereof by referenced (hereinafter referred to as "demised premises"), subject to a reservation of easement rights by Landlord for the installation, maintenance, repair and replacement, if necessary, of such public utilities or Federal Aviation Administration installations as may now traverse the demised premises, or as may be necessary to be installed during the term hereof. In addition, Landlord grants to Tenant the right of access and ingress to and egress from the demised premises to the taxiway and to the public streets by tenant and its employees, contractors, suppliers, servicemen, guest and invitees, provided that such rights of access, ingress and egress are at all times exercised in conformance with any of Landlord's ordinances and all regulation of the Oconee County Regional Airport, for the care, operation, maintenance and protection of the Airport and the public.

To have and to hold the same pursuant to the terms of this Agreement commencing on the 8th day of June, 2005, and expiring on the 7th day of June, 2010.

2. Nature of tenancy and Use of Premises: Landlord hereby grants to Tenant the privilege of operating a FAA licensed mechanic enterprise for the purpose of repair and maintenance of aircraft. It is expressly understood and agreed that the only activity which Lessee may conduct

on or from the demised premises, directly or indirectly, alone or through others, is only as authorized under the terms of this agreement.

The operation of Tenant and its invitees, employees and agents shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Landlord shall have the right to complain to Tenant as to the demeanor, conduct or appearance of Tenant's invitees, employees and agents whereupon Tenant shall take all steps necessary to remove the cause of the complaint.

Tenant acknowledges that the Landlord has an interest in assuring that the leased premises and adjacent area(s) are kept clean and appropriately maintained in an orderly fashion so as to comply with all applicable regulations and statutes as well as to present an appropriate appearance to persons using the facilities thereon. In regard, Tenant agrees to maintain the leased premises in a neat, clean and orderly fashion acceptable to the Landlord and in compliance with all applicable laws and regulations now existing or hereafter enacted and in conformity with all recommendations and requirements as may be set forth by the Oconee County Fire Marshall or his designee(s), who shall have the right to inspect the subject premises at all reasonable times.

Tenant and his employees, invitees, and those doing business with him shall have no right hereunder to park vehicles upon Airport premises, other than in places demised to Tenant and pursuant to this Agreement, or in regular parking areas.

3. Restrictions of other statutes and agreements: This agreement shall be subject and subordinate to any existing or future federal or state statutes or any existing or future leases or agreements between Landlord and the United States or the State of South Carolina relative to the development, construction, operation or maintenance of said Airport. This Agreement shall likewise be subject to any leases or agreements which Landlord has or may hereafter have with others for the operation of Airport facilities, so long as it does not interfere with Tenant's use of the premises as set forth hereinabove. However, if any provisions of the existing leases or future leases between any fixed base operator and/or mechanic of said Airport facilities are in conflict with any provisions herein, then in such event, the provisions of said lease agreement shall supersede any provisions contained herein. Tenant agrees not to hold the Landlord liable for damages of injury which may occur to Tenant, his invitees, employees or agents, as a result of other operations of the Airport or those of other tenants, their employees, agents or assigns upon Airport properties.

4. Rentals, utility charges, fees and taxes: Tenant shall pay to Landlord as rental for said demised premises a monthly rent in the sum of \$500.00 (Five Hundred) dollars. In addition, Tenant shall pay to Landlord Three (3%) percent of gross receipts, payable on the 15th of each month. This obligation to pay Three (3%) percent of gross receipts as rent shall be waived until June 8, 2006. The Finance Department of Landlord will review Tenant's financial condition before April 30, 2006 and make a recommendation to Landlord whether to lift this waiver. If Landlord does not lift the waiver, the Finance Department of Landlord shall review Tenant's financial condition on or before April 30th of each year during the term of this Lease to determine whether to lift this waiver. The right to lift the waiver shall rest solely with Landlord.

Tenant shall pay in addition to rental above specified, all water rates, utility charges, permit and license fees, and taxes and assessments, general and special, if any, levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created thereby during the term of this Agreement or any extended terms.

5. Construction, alteration and maintenance of hangar: Tenant, may not erect or install on the demised premises additional structures or improvements, without the prior written consent of the Landlord.

Tenant shall at all times throughout the term hereof maintain the hangar space and hangar site improvements and all other portions of the demised premises in good and serviceable condition and repair, reasonable wear and tear, acts of God and other unavoidable casualties excepted.

Tenant shall not install, erect or place, or permit others to do so, any illuminated signs, placards, displays or other advertising media on the hangar or elsewhere on Airport property, without the prior written consent of the County of Oconee.

In the event that the entire demised premises or such part thereof as will substantially impair Tenant's ability to use the premises for the purposes specified in this Agreement are required for Airport purposes or any other purpose prior to the expiration of this Agreement or any extended term thereof, the County of Oconee may, upon ninety (90) days advance written notice to Tenant, direct Tenant to vacate the same and this Agreement shall terminate. If the tenancy is terminated pursuant to this paragraph, then in such event, any prepaid rentals shall be prorated to the date of termination. In addition, if available and approved space exists, the Tenant may negotiate an alternate lease for the unexpired term of this Agreement, subject to the same terms and conditions set forth herein, on a mutually agreeable site. Tenant may relocate all improvements and structures installed by Tenant on the demised premises, provided that after relocation the demised premises shall remain in good condition and repair, normal wear and tear excepted. Tenant shall be responsible for all costs and expenses incurred by reason of said relocation.

Tenant shall allow Landlord, its officers, agents or employees, free access to the demised premises for the purpose of inspecting them to ascertain if Tenant is performing its obligations under this Lease Agreement.

6. Insurance: The Tenant will be responsible to pay for insurance coverage on its contents and to conduct its operation at the Airport in a safe and orderly manner so as to abide by any Airport operating rules and regulations which are now in effect or may become effective as established in the future by the Landlord.

Additionally the Tenant shall purchase at his expense and maintain the following coverage during the entire term of this contract:

1. Workman's Compensation- Statutory
2. Comprehensive General Liability- \$1,000,000

3. Comprehensive Automobile Liability
 - a. Bodily Injury- \$25,000/\$50,000
 - b. Property Damage- \$50,000 each occurrence

Tenant shall defend, indemnify and hold harmless the Landlord, its officers, agents and employees, from and against all personal injury or property claims, judgements, costs, damages, expenses and liabilities of and to third persons (excluding claims and liabilities resulting from the primary or active negligence of the Landlord, its officers, agents and employees), arising out of the use or occupancy of the premises by Tenant or others with its property and the use of the demised premises insuring against said claims, judgements, costs, damages, expenses and liabilities (including but not limited to public liability) in the minimum amount of \$1,000,000 and naming the County as an additional named insured in said policy. In the event any claim is made or action brought which is covered by the foregoing indemnity agreement, the Landlord shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of same. The Landlord shall not take any action, including settlement or compromise, which may in any manner adversely affect Tenant's ability to defend any such claim or action, and if the Landlord desires to defend itself without waiving its rights under the foregoing indemnity agreement, it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

Landlord does not accept any liability for the activities or use of the above demised premises by Tenant, whether connected with operation of aircraft or not, nor does the Landlord accept any liability for the protection or loss of any equipment or aircraft while on the demised premises or Airport property or personal injuries suffered by anyone in connection with the use of the demised premises while going to or from or on the demised premises.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord the provisions of this Agreement.

County shall maintain fire and extended coverage insurance covering loss or damage to the existing hangar located on the demised premises in the amount of replacement cost.

7. Warranties of Landlord and Disclaimer:

(a) The Landlord warrants and represents that it has fee simple, marketable title to the premises herein being leased and that there are no suits pending, or that the Landlord has no knowledge of the same, that will interfere with the Tenant's right to use the premises.

(b) The Landlord warrants and agrees that the Tenant shall have the quiet enjoyment of the premises free from any suit or hindrance of and from the Landlord, its successors and assigns, or from any other person whomsoever.

(c) Tenant has had ample opportunity to inspect the demised premises and acknowledges that Landlord is making the demised premises available to Tenant pursuant to this Lease Agreement in "as-is, where-is" condition, there being no warranties, express or implied, with

respect to the conditions of the demised premises, or their suitability for any particular purpose or use.

8. Assignment: Tenant shall not assign, transfer, mortgage or pledge this Agreement or the leasehold interest created herein, nor subject the use of the premises or any part thereof, without the approval of the County of Oconee, nor permit any transfer by operation of law of its interest created thereby.

9. Agency: This Agreement does not constitute either party as the agent or representative of the other, for any reason whatsoever.

10. Legal expenses and costs: In the event either party resorts to legal action in order to enforce the terms and conditions of this Lease, or to collect any amount due hereunder, the prevailing party will entitled to a reasonable attorney's fee, court cost, and filing fee.

11. Default: In any of the following events which shall constitute "events of default," Landlord shall have the right at its election, immediately to terminate this agreement, or to terminate Tenant's tenancy hereunder:

(a) Tenant shall fail to pay the rent in the amount and at the time and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Tenant.

(b) Tenant shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and such adjudication be not stayed or vacated within ninety (90) days thereafter, or the interest of the Tenant under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Tenant, or in the event that a receiver or trustee shall be appointed for Tenant of the interest of Tenant under this Agreement, and such appointment has not been vacated within ninety (90) days thereafter.

(c) Tenant shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the prior written consent of landlord.

(d) Tenant shall fail to observe any other provision of this Agreement after thirty (30) days written notice given by Landlord of such failure, or, if such cannot be cured within thirty (30) days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

(i) Upon the occurrence of any one or more of the events of default specified, Tenant's right to possession of the demised premises shall at the option of Landlord terminate and Tenant shall surrender possession thereof immediately. In such event Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Tenant or any other person who may be occupying the said premises, or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be

necessary; and Landlord may repossess itself of said premises as of its former estate, but said entry of said premises shall not constitute trespass or forcible entry or detainer; nor shall it cause a forfeiture of rents due by virtue hereof, nor waiver of any covenant, agreement or promise to be performed by Tenant. Tenant shall make no claim of any kind against Landlord, its agents and representatives by reason of such termination or act incident thereto.

(ii) At its option, Landlord may terminate this Agreement for any uncorrected event of default. Landlord in any case may sue for and recover all damages and rent accrued or accruing under this Agreement or arising out of any breach thereof.

(iii) Landlord, may if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, conditions or stipulations.

No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

12. Destruction of premises: Should any structure or improvement on the demised premises be damaged or destroyed, County may determine, in its sole discretion, using insurance proceeds, to repair or rebuild same. If the County elects not to repair or rebuild, the County may terminate this Lease Agreement upon thirty (30) days written notice to Tenant.

13. Equal Opportunity: This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and thereby involves activity which services the public.

Tenant, for itself, its successor in interest, and assigns as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over or under such land and the furnishing of services and sale of goods thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; (3) that Tenant shall use the facilities leased hereunder in compliance with all other requirements and imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended; (4) shall furnish services on a fair, equal and not unjustly discriminatory prices for each unit of service; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume-business clients.

14. Surrender of premises: Upon termination of this Agreement by lapse of time or for any other reason as provided for in this Agreement, Tenant agrees to surrender the demised

premises and all improvements in good condition and repair, normal wear and tear expected, without the receipt of any demand for rent, notice to quit or demand for possession whatsoever.

15. Quality of Service: During the term of this Agreement the Tenant agrees that it will:

(a) Maintain a facility with a capacity which, in Landlord's opinion, is adequate to provide service, maintenance and repair for aircraft;

(b) Perform all services and repairs on the aircraft in accordance with practices, procedures, specifications, and standards established and authorized and approved by the Federal Aviation Administration;

(c) Maintained adequate equipment and facilities to provide inspection, maintenance, adjustment, repair, overhaul, testing, and all other related service required by owners of aircraft located at the Airport of landlord;

(d) Assume full responsibility for the quality of work performed in the service, maintenance and repair of aircraft under the terms of this Agreement;

(e) Provide qualified repair facility technicians licensed and approved by the Federal Aviation Administration.

16. Independent Contractor: The Tenant is and shall remain an independent contractor, purchasing parts or materials and providing services for its own account. Tenant alone shall be answerable for any loss or damage caused by it or its employees or agents.

17. Operations: Tenant shall act, and shall cause its officers, employees, agents and contractors to act, in accordance with that degree of skill, care and diligence normally exercised by an FAA licensed mechanic performing maintenance and repair operation at an Airport comparable in size and magnitude to the Airport of Landlord. Tenant shall further maintain those standards set by County of Ocoee Airport Commission.

18. Rules and Regulations: Tenant shall comply, and shall cause its officers, employees, agents, and contractors to comply, with all applicable federal, state, and local government laws, rules, regulations, and executive orders, including without limitation the rules, regulations, executive orders and ordinances of the Landlord, now or hereafter in effect.

19. Certifications: Tenant and all of its mechanics shall provide the County with proof that all parties are validly licensed and certified mechanics by the Federal Aviation Administration and shall procure all licenses, certificates, permits, or other authorization from all governmental authorities which may be necessary for Tenant's operations hereunder.

20. Not Exclusive Right: Nothing contained in this Agreement shall be construed to grant, or authorize the granting of, an exclusive right prohibited by 308 of the Federal Aviation Act of 1958, as amended, and the Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

21. Amendments: This Agreement constitutes the entire Agreement between the parties and may not be amended except in writing signed by all parties and said Agreement shall be binding upon the parties hereto, their heirs, successors and assigns forever.

22. Jurisdiction and Venue: This Lease Agreement shall be construed in accordance with the laws of the State of South Carolina and the venue and jurisdiction for any action hereunder shall be in the County of Oconee, State of South Carolina.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals the day and year above written.

IN THE PRESENCE OF:

COUNTY OF OCONEE

WITNESS

LANDLORD

WITNESS

TENANT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE:

PERSONALLY appeared before me _____, who, being duly sworn, says that she saw the within names County of Oconee by _____, its Supervisor/Chairman as Landlord, sign, seal, and as its act and deed, deliver the within Lease Agreement for the uses and purpose therein mentioned; and that deponent with _____ witnessed the execution thereof.

SWORN to before me this _____ day of _____, 2004.

Notary Public for South Carolina
My Commission Expires:

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE:

PERSONALLY appeared before me _____, who being duly sworn, being duly sworn, says that _____ she saw the within named _____ as Tenant, sign, seal, and as its act and deed, deliver the within Lease Agreement for the uses and purpose therein mentioned; and that deponent with _____ witnessed the execution thereof.

SWORN to before me this _____ day of _____, 2004.

Notary Public for South Carolina
My Commission Expires:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 7, 2005
COUNCIL MEETING TIME: 7:00 pm**

ITEM TITLE OR DESCRIPTION:

First Reading of "THE 2005-2006 APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY", in title only.

BACKGROUND OR HISTORY:

The County Administrator has presented his Proposed 2005-2006 Appropriations Ordinance for Oconee County.

Budget workshops have been held with the Budget and Finance Committee regarding the proposed ordinance on May 16, May 20, May 24, and June 2, 2005 to consider provisions of the proposed budget.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends that this ordinance be approved on first reading by title only.
Staff recommends that Tuesday, June 14, 2005, at 7:00 p.m. be set as the date and time for the Budget and Finance Committee to hold a public hearing regarding this matter and for second reading to follow.
Third and final reading is scheduled for June 21, 2005.

FINANCIAL IMPACT:

The estimated total financial impact of this ordinance has been included in the information previously submitted to County Council Members.

ATTACHMENTS:

Submitted or Prepared By:


Gary P. Jones, Finance Manager

Reviewed By/ Initials:

 N/A County Attorney

 DJK DOAS

 N/A Other

C: Clerk to Council

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 7, 2005
COUNCIL MEETING TIME: 7:00 pm**

ITEM TITLE OR DESCRIPTION:

First Reading of THE 2005-2006 APPROPRIATIONS ORDINANCE FOR THE SCHOOL DISTRICT OF OCONEE COUNTY; in title only.

BACKGROUND OR HISTORY:

The Board of Trustees of the School District of Oconee County presented the Proposed 2005-2006 Appropriations Ordinance for the district on May 17, 2005.

SPECIAL CONSIDERATIONS OR CONCERNS:

Second and Third reading of Ordinance are scheduled for June 14 and June 21, 2005, respectively.

STAFF RECOMMENDATION:

Staff recommends that this ordinance be approved on first reading by title only.

FINANCIAL IMPACT:

The estimated total general fund budget for fiscal year 2005-2006 is \$75,948,871.

The total requested funding from local tax levy is \$49,017,217, which includes \$823,539 requested in addition to current year maintenance of effort amount.

The estimated total tax impact of this ordinance has been estimated to be approximately seven (7) mills (utilizing estimate of 100% collection rate).

ATTACHMENTS:

School district letter dated May 12, 2005

Submitted or Prepared By:



Gary Thomas, District Manager

Approved for Submittal to Council:



Ron H. Rabun, County Administrator

Reviewed By/ Initials:

N/A County Attorney

RLJ DCAS

N/A Other

C: Clerk to Council

May 12, 2005

Mr. Ron Rabun
Oconee County Administrator
413 South Pine Street
Walhalla, SC 29691

The Oconee County School Board of Trustees unanimously approved the enclosed budget at their May 10, 2005 meeting. As approved, the budget requests **\$822,539** additional funding from county sources above the maintenance of effort required by the Education Improvement Act formula (\$1,175,578) for a total tax levy of \$49,017,217.

The District expects a net revenue increase of \$1,445,190 based on Senate approval of the State budget. The projected cost for the state mandated change in salary and fringe applied to both current faculty and staff is based on the 1.61% increase in the state minimum schedule. This exceeds the additional State revenue by \$276,473.

Other expenditure items in the budget are the result of requests from principals and department managers. These requests were subjected to intense review and prioritization by principals and the management team. After a series of revisions, only \$2.1m of the total \$9.2m requested was recommended for inclusion in the FY06 budget. Of the \$2.1m recommended, \$1.3m is the cost to maintain existing positions which have lost funding due to cuts in the State's special revenue funds. An additional \$321,000 is for new positions to serve children with disabilities in compliance with federal statute. Two positions for anticipated enrollment growth are included at a cost of \$110,000. **Only 4 out of 94 new requests for operating funds were recommended for inclusion at a cost of \$221,000.**

Each of these items is considered to be an unavoidable expense to maintain the current educational program. **The only program expansion item is \$130,000 for 2.0 reading strategy teacher positions** needed to equalize remediation efforts in our four largest schools (Fair Oak, Brown Elementary, Walhalla Middle, and Seneca Middle).

Education is Everybody's Business.

The Board of Trustees is committed to a vision of outstanding Oconee schools which provide the best education possible to the children of the county. Achievement of this goal cannot happen without the commitment of County Council to support the schools' efforts. We respectfully request your approval of the funding required to maintain and improve the educational system in Oconee County.

Members of County Council and you and your staff, Ron, are invited to call or visit me, Burke Royster, or Anita Duke to discuss any aspect of the budget. We applaud the efforts of the Council to strengthen all aspects of the county and particularly appreciate your dedication to our children and their learning opportunities.

Sincerely,



Valerie Truesdale, Ph. D.
District Superintendent

Cc: Burke Royster, Assistant Superintendent for Operational Services
Anita Duke, Executive Director for Financial Services

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 6/7/05
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

First Reading of Ordinance 2005-09 "AN ORDINANCE AUTHORIZING THE TRANSFER OF REAL PROPERTY TO OCONEE MEMORIAL HOSPITAL, INC."

BACKGROUND OR HISTORY:

This property (53 acres) was first owned by the Hospital and was deeded to Oconee County for the purpose of obtaining Hill-Burton funds in 1959 for the construction of a new hospital.

SPECIAL CONSIDERATIONS OR CONCERNS:

If the property is in the name of Oconee Memorial Hospital, the hospital will be in the position to issue low cost revenue bonds to construct a new patient tower. The Hospital is also in the process of refinancing its existing debt and will also assume the remaining payment of the Lila Doyle Nursing Home bonds that were issued by Oconee County in 2002.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends adoption of Ordinance 2005-09 on first reading.

FINANCIAL IMPACT:


The remaining \$3,435,000 of the \$4,115,000 Lila Doyle Bond indebtedness will revert to the hospital, thereby relieving the County of this debt.

ATTACHMENTS:

1. Proposed Ordinance
2. Parcel Map
3. Remaining debt service schedule Lila Doyle Nursing Home

Submitted or Prepared By:

Approved for Submittal to Council:



Ron H. Rabun, County Administrator

Department Head

Reviewed By/ Initials:



County Attorney



Finance

 N/A Other

C: Clerk to Council

OCONEE COUNTY COUNCIL

OCONEE COUNTY COUNCIL ORDINANCE NO. 2005-09

**AN ORDINANCE AUTHORIZING THE TRANSFER OF REAL PROPERTY TO
OCONEE MEMORIAL HOSPITAL, INC.**

WHEREAS, Oconee Memorial Hospital, Inc. transferred fifty-three (53) acres to Oconee County on July 9, 1959 in two separate parcels, one parcel consisting of 19.92 acres and the second parcel consisting of 33.08 acres; and

WHEREAS, the two deeds were recorded with the Oconee County Clerk of Court on July 11, 1959 in Deed Book 7-W, at page 144 and 145; and

WHEREAS, the purpose of transferring the property from Oconee Memorial Hospital to Oconee County was to obtain financing for the building of Oconee Memorial Hospital; and

WHEREAS, Oconee Memorial Hospital is in the process of refinancing debts, which will include bonds on the Lila Doyle facility which are being paid by Oconee County and other debts; and

WHEREAS, Oconee Memorial Hospital is in the process of obtaining bonds to build a new patient tower; and

WHEREAS, Oconee County and Oconee Memorial Hospital have negotiated an agreement which obligates Oconee County to transfer the above referenced fifty-three (53) acres to Oconee Memorial Hospital, Inc.

NOW THEREFORE, BE IT ORDAINED, by Council duly assembled and present that:

The Oconee County Administrator and the Chairman of the Oconee County Council are hereby authorized to execute a deed transferring ownership of the above referenced fifty-three (53) acres to Oconee Memorial Hospital pursuant to the agreement between Oconee County and Oconee Memorial Hospital dated June 7, 2005.

Oconee County, South Carolina
 General Obligation Bonds, Series 2000
 Lila Doyle Facility
 \$4,115,000

Remaining Debt Service Schedule for Fiscal Year 2005-2006 and Future

Date	Principal	Interest	Total Payment
Sep-05	\$ 210,000.00	\$ 84,818.75	\$ 294,818.75
Mar-06		\$ 77,993.75	\$ 77,993.75
Sep-06	\$ 220,000.00	\$ 77,993.75	\$ 297,993.75
Mar-07		\$ 71,668.75	\$ 71,668.75
Sep-07	\$ 235,000.00	\$ 71,668.75	\$ 306,668.75
Mar-08		\$ 66,381.25	\$ 66,381.25
Sep-08	\$ 245,000.00	\$ 66,381.25	\$ 311,381.25
Mar-09		\$ 60,868.75	\$ 60,868.75
Sep-09	\$ 260,000.00	\$ 60,868.75	\$ 320,868.75
Mar-10		\$ 55,018.75	\$ 55,018.75
Sep-10	\$ 275,000.00	\$ 55,018.75	\$ 330,018.75
Mar-11		\$ 48,693.75	\$ 48,693.75
Sep-11	\$ 290,000.00	\$ 48,693.75	\$ 338,693.75
Mar-12		\$ 41,878.75	\$ 41,878.75
Sep-12	\$ 305,000.00	\$ 41,878.75	\$ 346,878.75
Mar-13		\$ 34,635.00	\$ 34,635.00
Sep-13	\$ 320,000.00	\$ 34,635.00	\$ 354,635.00
Mar-14		\$ 26,875.00	\$ 26,875.00
Sep-14	\$ 340,000.00	\$ 26,875.00	\$ 366,875.00
Mar-15		\$ 18,375.00	\$ 18,375.00
Sep-15	\$ 355,000.00	\$ 18,375.00	\$ 373,375.00
Mar-16		\$ 9,500.00	\$ 9,500.00
Sep-16	\$ 380,000.00	\$ 9,500.00	\$ 389,500.00
Totals	\$ 3,435,000.00	\$ 1,108,596.25	\$ 4,543,596.25

MAP 223-02
FRANK SHIRLES

48 320-01

1



10.22 AC

35.06 AC

(5.99 AC)

0.54 AC

74 AC

50

77 AC

HWO

COUNCIL

5

16.1 AC

25
2.73 AC

10.54 AC

104.87 AC

HWO

20
232.56

21
3.09 AC

26
177.8 AC

28
177.8 AC

SANDPETER BLVD

13

17

11

19 AC

667 AC

7

507 AC

SENECA

53

1.15 AC

1.15 AC

BY-PASS 723

520-56

520-55

66

157

367 AC

36

30

11

11

11

11

11

11

11

2

3 AC

55

40.6 AC

123

73

13

13

13

13

13

13

13

13

13

13

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 7, 2005
COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

Ordinance Number 05-2005-12, AN ORDINANCE TO AMEND AN ORDINANCE ESTABLISHING THE DISTRIBUTION OF THE FEE IN LIEU OF TAX RECEIVED BY OCONEE COUNTY PURSUANT TO THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARKS IN CONJUNCTION WITH PICKENS COUNTY, DATED APRIL 21, 1998 AND AMENDED ON DECEMBER 1, 1998, ON DECEMBER 21, 1999, APRIL 4, 2000, JULY 15, 2003, AND MAY 17, 2005 AND IN CONJUNCTION WITH WILLIAMSBURG COUNTY DATED JULY 7, 1994 AND AMENDED ON DECEMBER 5, 1994; SUCH INDUSTRIAL/BUSINESS PARKS BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND WILLIAMSBURG COUNTY AND OCONEE COUNTY, BOTH ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; SO AS TO PROVIDE FOR THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX WITHIN OCONEE COUNTY, INCLUDING TO THE RELEVANT TAXING ENTITIES., in title only.

BACKGROUND OR HISTORY:

As stated in the transmittal letter to the Administrator's Proposed Budget for Fiscal Year: 2005-2006, the county plans to divert the growth portion only of the normal F.L.L.O.T. revenues that would usually be allocated to the schools for a period that will sunset (expire) after four (4) years (June 30, 2009). This will amount to a conservative additional revenue source of \$166,000 in the first year.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends that this ordinance be approved on first reading by title only. The 2nd and 3rd reading of this ordinance will be on June 14, and June 21, 2005.

FINANCIAL IMPACT:

This measure, if approved, will provide that the initial four (4) years of fee revenue derived from new industrial investment in the county will be available to defray many of the costs of the infrastructure required to service that development.

ATTACHMENTS:

Submitted or Prepared by:



Phyllis E. Lombard,
Director of Administrative Services

Approved By:



Ron H. Rabun,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Other



Finance

Cc: Council Clerk